



ISA
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16th Annual Joint ISA POWID/EPRI Controls and Instrumentation Conference
49th Annual ISA Power Industry Division Symposium/ISA NOx Emission and Source Monitoring Training and Conference 4-9 June 2006 • The Doubletree Hotel • San Jose, California

1 Booth/Table Selection List at least six choices below.

Table with 3 columns: POWID Exhibit, NOx Exhibit, and Combo Exhibit. Each column has 3 choice rows and pricing information.

2 Payment for Booth Space/Symposium

- Payment in US currency only.
Full payment required with application. Make check payable to ISA.
Funds may be wired to: #1126294 SunTrust Bank, ABA061000104. Show reason for payment
To pay by credit card for the selected tabletop space, complete the following: (check one) [VISA] [MasterCard] [AMERICAN EXPRESS] [DISCOVER]
Card #: _____ Exp. Date: _____ Amount: \$ _____
Card Holder's Name: _____ Card Holder's Signature: _____

3 Applicant Information Please type or print clearly:

Applicant Company: _____
Street Address: _____
City: _____
State/Province: _____ Country: _____ Zip/Postal Code: _____ Company Web Site: _____
Contact Name: _____ Position: _____
Phone: _____ Fax: _____ Contact's E-mail: _____
(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. 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: _____
Technologies and products to be displayed: _____
We request that, if possible, space assignment near the following potential Exhibitors be avoided: _____

4 *Symposium Registration *(includes admittance to all conference sessions and scheduled meals)*

Contact Name (if different from above): _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

ISA reserves the right to assign comparable space if the selections are not available.

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550286-115

BOOTH SPACE CONTRACT TERMS AND CONDITIONS

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

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 the scientific and educational purposes of the 16th Annual Joint ISA POWID/EPRI Controls and Instrumentation Conference and 49th Annual ISA Power Industry Division Symposium or NOx Exhibit. This application becomes a contract only when accepted by ISA by notifying applicant of the assignment of a specified booth space.
- 2. BOOTH SPACE AND FLOOR PLAN.** The 16th Annual Joint ISA POWID/EPRI Controls and Instrumentation Conference and 49th Annual ISA Power Industry Division Symposium and ISA NOx Event exhibit space rent includes 6ft table, 2 chairs, and duplex outlet, or 10 x 10 booth. No rent allowance will be made if standard equipment is not desired. The tabletop 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.
- 3. BOOTH SPACE ASSIGNMENT.** Space available will be allocated on a first come basis.
- 4. BOOTH SPACE PAYMENT SCHEDULE.** 100% of total booth space fee must be paid with application.
- 5. CANCELLATION.** An Applicant may cancel the contract by giving written notice of cancellation received by ISA on or before 15 April 2006. Upon receipt of a timely notice of cancellation, ISA will refund the tabletop space fee previously paid by Applicant. Applicant agrees that any cancellation after 15 April 2006, withdrawal from the event, or failure to show at the event is a material breach of this agreement and ISA will retain the entire tabletop space fee paid by Applicant in such event. Applicant agrees that the amount of the tabletop space fee is a reasonable measure of the damages to ISA in the event of such breach. ISA agrees that the retention of the fee is Applicant's sole liability in the event of such breach. All notices of cancellation must be delivered to ISA before 15 April 2006. No notice is effective unless submitted to ISA in a manner in which proof of receipt by the deadline can be shown, such as certified mail with a return receipt, courier with signed receipt, or an acknowledged email from ISA.
- 6. 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.
- 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 Booth 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 Booth Rules and Regulations; any Rules and Regulations of the Exhibit Facility; and any laws of San Jose, California. 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 permitted by Paragraph 5 above, the Applicant is responsible for total rent for booth space irrespective of any reason for such cancellation and withdrawal, including cancellation and withdrawal by the Applicant because of failure of booth to arrive for any reason or cancellation by the Sponsors as the result of action by the Exhibit Facility 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 booth 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 Booth Space Contract, the Booth 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 information 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 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 requiring copyright licenses or permission and 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.
- 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 16th Annual Joint ISA POWID/EPRI Controls and Instrumentation Conference and 49th Annual ISA Power Industry Division Symposium or ISA NOx Event hours.
- 10. 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 Facility due to construction, use, or dismantlement of Applicant's Exhibit 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 booth 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 booths 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.
- 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.