

TERMS & CONDITIONS

1. Management and Exhibitor

The term "Management" as used herein shall define the personnel and agents of the American Society of Mechanical Engineers (ASME) to produce this event. The term "Exhibitor" shall define the company and its personnel and agents selecting to participate in the exposition. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.

2. Exhibiting Companies and Products

Management has the sole right to determine eligibility for a product or a company in its exposition. Management shall have the right to change the location of assigned space for an Exhibitor. Exhibitor agrees not to assign or sublet its space allotted. Exhibitor may display or advertise only goods and services normally manufactured or offered in the course of its business.

3. Exhibit Space Rules and Contractor Services

Management shall have the right to establish rules for the show and the use of exhibit space covered by this agreement, including but not limited to the rules in the Exhibitor Service Manual. Management shall have full discretion and authority as to the placement of all decorations, signage, and display items. Management may require the replacement or redecorating of an item, display, or booth and no costs shall accrue to management because of such necessity. Exhibitors are responsible to cover or fix all areas Management may consider unsightly, at Exhibitor's expense. Should an Exhibitor be unfinished with installation as specified in the show rules, Management may take steps to finish said installation at the Exhibitor's expense. Should the Exhibitor fail to follow exposition deadlines for installation in terms of occupying the agreed upon booth space, Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid. No Exhibitor shall have the right to dismantle, unpack or vacate a booth prior to the end of the official show hours without the express written permission of Management. Management reserves the right to amend and enforce exposition regulations as it deems proper to assure the success of the event. Management has selected an "Authorized Contractor" and the use of their services by Exhibitors is highly encouraged.

4. Exhibitor Booth Selections

If later downsized, may be moved by the show management to an available booth in the smaller size.

5. Attendance

Management shall have the sole control over attendance policies at all times. All Exhibitors agree to staff their booth(s) during exposition hours.

6. Enjoyment of Reasonable Business Environment

Management reserves the right to restrict booth size, noise, characters, lights, entertainment and methods of operation which it deems objectionable. Any behavior or equipment which Management finds to detract from the general appearance and intention of the Exposition may be grounds for eviction. Neon lights, gas signs, helium balloons, taping items on facility walls or columns are expressly prohibited. Exhibitors are encouraged to seek approval in advance of the show from Management for questionable items so as to eliminate additional removal costs on behalf of the Exhibitor at the show. If the Exhibitor fails to comply with respect to show rules and this Agreement, Management may retake possession of the Exhibitor's assigned space, notwithstanding Exhibitor's continued responsibility for all payments due. If the Exhibitor fails to comply with respect to show rules and this Agreement, Management may retake possession of the Exhibitor's assigned space, notwithstanding Exhibitor's continued responsibility for all payments due. Exhibitor is responsible for timely submittal of fees noted on the front side of this agreement.

7. Fees and Deposits

Should exhibitor delay payments, Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so. In the event of default by the Exhibitor, Exhibitor remains responsible for payments due and assumes the responsibility for all enforcement costs incurred by Management in collecting such fees.

8. Exhibitor Cancellation or Nonpayment

Exhibitor agrees that a reservation is made at the time of execution of this Agreement, whether or not accompanied by pending deposit, and it shall be regarded as valid and binding. The Exhibitor may cancel upon written notification with full refund within 30 days of this agreement and prior to 90 days before the event start date. Should Exhibitor decide to cancel after 30 days and prior to 90 days before the start of the event, the Exhibitor is liable for 50% of the contracted amount. Cancellation within 90 days prior to the event is subject to a 100% cancellation penalty. Should the Exhibitor fail to make timely payments as noted in this Agreement, Management reserves the right to reassign the space to another Exhibitor.

9. Security

Management provides perimeter guard service during the show hours as noted in the Exhibitor Service Manual. Security for all Exhibitor equipment, materials and personnel remains the responsibility of the individual exhibitor. Exhibitors should retain adequate coverage for theft, damage or any loss. Exhibitors are encouraged to have guards or insurance at their own expense.

10. Exposition Hours and Exhibitor Activities

Management shall have the authority to set event hours, which may change upon notice to the Exhibitors. Exhibitors agree not to schedule or conduct any activities which conflict with exposition hours, including but not limited to: seminars, luncheons, receptions, and hospitality suites, except those approved by show management on the show floor. Distribution of Exhibitor literature and materials is limited to the confines of Exhibitor booth space.

11. Music Licensing

Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video and all costs for such licenses are the responsibility of the Exhibitor. Exhibitor may be prohibited from certain activities without proof of required licenses.

12. Liability and Insurance

Management and/or the venue owner, identified in this agreement, hereafter called "Exhibition Facility" their agents and employees, shall not be responsible for any loss, theft, or damage to the property of the Exhibitor, his employees or representatives. Furthermore, Management and/or the Exhibition facility, their agents and employees shall not be responsible for any damage, illness or injury to Exhibitor personnel, agents or attendees. Exhibitor shall indemnify and hold harmless Management and the Exposition Facility from all liability which might ensue from any cause whatsoever, including attorney's fees. Exhibitor agrees to maintain adequate insurance to fully protect Management, its co-sponsors, contractors and Exhibition Facility from any and all claims which may arise in connection with the installation, operation, and dismantling of the Exhibitor's display. This includes claims under Workers Compensation Act. Exhibitor will be required to pay for any damages caused by its employees or agents. Exhibitor must carry insurance naming ASME and the Exhibition Facility as additional insured on a policy containing not less than one million dollars (\$1,000,000) for bodily injury, property damage and/or loss sustained in any one occurrence. A copy of the Certificate must be on file with ASME, not less than 30 days prior to installation.

13. Use of Logo(s) and Mark(s)

Management will provide Exhibitor with approved graphics for use in publicizing their participation in the conference/event. Any alterations to the use of management logo(s) and mark(s) must be approved by management.

14. Compliance

Exhibitor assumes all responsibility for compliance with Federal and local codes and all laws related to public safety, as well as facility regulations wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all codes and laws have been met, including issues related to facility services.

15. Cancellation or Termination of the Exposition

In the event that the Exhibition is unable to operate, in the sole determination of Management, whether due to Acts of God, war, illness, public safety, strike, civil commotion, picketing, fire or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise. Management may cancel, postpone or terminate the exposition. In the event of such cancellation, postponement or termination, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, the Exhibitor's pro rata share of the total amount paid by all Exhibitor, excluding deposits, less all costs and expenses incurred by management in the connection with the exposition.

16. Miscellaneous

Management makes no representations or warranties as to the condition of the Exposition Facility, Contractors or Subcontractors involved or the success of the Exhibitor's efforts for which the exhibit space is to be used. This Agreement shall be governed as a whole in accordance with the laws of the State of California. Any actions arising out of enforcement of this Agreement must be initiated in the State of California. This Agreement and these "Terms and Conditions" represent the sole and entire agreement between ASME and the Exhibitor, and it supersedes all prior agreements and discussions. (No person is authorized to make changes to this Agreement except in writing with the signature of an officer of ASME). The provisions set forth are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or services interruptions that may occur.