

CEC/ICMC 2011 CRYO EXPO

EXHIBIT CONTRACT RULES & REGULATIONS

SPACE RENTAL

EXHIBIT MANAGEMENT The word "Management" used herein refers to CEC/ICMC 2011 CRYO EXPO.

LOCATION, DATES & HOURS The exhibit location, dates and hours will be as indicated in the CEC/ICMC 2011 CRYO EXPO Exhibitor Prospectus. Management reserves the right to make changes in the exhibit dates and/or hours; however, such changes will be made known as far in advance as possible.

EXHIBITOR REGISTRATION Each 10' x 10' exhibit booth receives one Full Conference registration, two Exhibit Hall Only registrations and one issue of the Transactions of the Cryogenic Engineering Conference for CEC and ICMC. Full Conference attendees may attend all technical sessions and social events. Exhibit Hall Only registrations include admission to the Exhibit Hall, the Welcome Reception, the Exhibitor Reception and the Refreshment Breaks only.

Additional company personnel are encouraged to attend. Individuals may attend as either additional Full Conference attendees or as "Exhibit Hall Only" personnel. Those wishing to attend CEC/ICMC 2011 technical sessions and social events must indicate Full Conference on the Exhibit Application & Contract Agreement (registration fees will be made available on the CEC/ICMC 2011 website mid February, 2011). Companies will be invoiced for these additional Full Conference registration fees.

Any "Exhibit Hall Only" personnel must register for the \$95 rate on the Exhibit Application & Contract Agreement. This rate includes admittance **only** to the Monday Welcome Reception, the Tuesday Exhibitor Reception, and Refreshment Breaks. It **does not** include access to the technical sessions, the Thursday banquet event or the issue of the Transactions of the Cryogenic Engineering Conference for CEC or ICMC.

CANCELLATION If written notice of cancellation is received by April 1, 2011, an administrative fee of 20% of the total booth fee will be retained. Cancellations after April 1, 2011 will result in forfeiture of the exhibit fee.

CONSTRUCTION, INSTALLATION AND USE OF EXHIBITS

ARRANGEMENT OF EXHIBITS The space provided will be shown on the floor plan insofar as possible, but Management reserves the right to make changes at any time in location, size and display limits of any booth if this is in the best interest of the show or in excess of the exhibit site load limits (contact Management for additional information).

Exhibit floor weight-bearing capacity is 150 lbs. per square foot. Exhibitors may not place objects weighing more than 150 lbs. per square foot in their booth – this is an absolute limit and no exceptions will be made. Violations will not be permitted. Any damage caused by excess weight or by the setting up, installation, use,

exhibition or removal of any object exceeding this weight will be repaired at the Exhibitor's expense.

Exhibitors agree to arrange their exhibits so as not to obstruct the general view of nor hide other exhibits. A maximum back wall height on linear booths is restricted to 8 feet, with a 4 foot height restriction imposed on all materials in the remaining space forward to the aisle. No partitions other than the side rails provided by Management are allowed unless specifically approved in advance. The entire cubic content of an island booth may be used up to the maximum height of 16 feet, including signage. Exhibitors may not project beyond the space allotted and aisles must be kept clear of traffic.

Individual Exhibitors who wish to install and dismantle their own booths can do so if they use company personnel and do not attempt to bring in "pick-up" labor and if they comply with local and state fire, safety and insurance regulations as well as with the rules set by Management.

The decorator is responsible for maintaining in and out traffic schedules at the exhibit site. The unloading and delivery of all display related materials, machinery and equipment from the convention site docks to the exhibitor's booths and loading out from the exhibitor's booths to trucks at the docks must be performed by the Official Service Contractor. Exhibitors may "hand carry" items into the convention site, provided they do not use material handling equipment to assist them. All booth and aisle cleaning is the jurisdiction of the Official Service Contractor.

Electrical installation is exclusively managed by the decorator and must conform to regulations and to all national, state and local codes. Information and order forms will be included in the exhibit service kit provided by the decorator.

USE AND PURPOSE OF EXHIBIT SPACE No Exhibitor may sublet, assign or apportion any part of the assigned space, or represent, advertise or distribute literature for the product or service of any other firm or individual except as approved in writing by Management.

All exhibits must be adequately staffed during exhibition hours. In addition, Exhibitor agrees not to dismantle his booth or to do any packing before the closing hours of the exhibit.

RESTRICTIONS The exhibit is scientific and educational; over-the-counter sales during the show are prohibited.

Management may prohibit distribution of souvenirs, advertising matter or anything else it considers objectionable. Distribution elsewhere than from within an Exhibitor's booth is forbidden.

No materials may be posted, nailed or otherwise affixed to walls, doors or other surfaces in a way that might deface the premises or booth equipment and furniture. Any damage is payable by the Exhibitor.

Management reserves the right to restrict, reject, prohibit or eject any exhibit, in whole or in part, which because of noise, safety hazards or for other prudent reasons becomes objectionable. If an exhibit or Exhibitor is ejected for violation of these rules and regulations, no return of rental fees shall be made.

Exhibitor agrees not to sponsor group functions that conflict with any official Conference program, except as approved by Management. Hospitality suites are available for entertaining, product demonstrations, meetings, etc. and must be reserved in writing through Paula Pair at Centennial Conferences by email at cecicmc@centennialconferences.com.

DECORATION OF EXHIBITS An exhibit service kit will be provided prior to the conference and exhibition, which will include information on labor, drayage, furniture, lighting, telephones and electricity. It is the responsibility of the Exhibitor to abide by the regulations and deadlines contained therein. All shipments to the exhibit site should be marked with the Exhibitor's name, booth number, company name, address, phone number and Show name. A complete shipping address will be provided within the exhibit service kit.

SPECIAL REQUESTS All special requests must be approved by Management prior to submitting the Exhibit Application & Contract Agreement and full payment. Special requests could be, but are not limited to, needs for cooling water and drains, electrical requirements to accommodate the use of a compressor, chemical mixtures and liquid hydrogen.

FIRE AND ELECTRICAL REGULATIONS All local regulations will be strictly enforced, and the Exhibitor assumes responsibility for compliance with such regulations. All decorations and booth equipment must be fireproofed to meet the requirements of the city Fire Marshall. Combustible materials shall not be in or around exhibit booths. All packing containers, wrapping materials, and display materials must be removed from behind booths and placed in storage.

DISABILITY PROVISIONS Exhibitor represents and warrants 1) the exhibit will be accessible to the full extent required by law, 2) the exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act. Exhibitor agrees to indemnify and hold harmless Management and Show Floor Manager, their officers, directors, agents and employees from any action arising from Exhibitor's non-compliance with ADA and any regulations implemented by the Act.

LIABILITY

SECURITY Management will provide guard service and will take reasonable precautions to safeguard Exhibitor's property. However, the provision of this service shall not be construed as an assumption of obligation or duty with respect to the protections of the Exhibitor's property. Exhibitor shall not hold Management nor Show Floor Manager liable for any loss, damage, theft or destruction of Exhibitor's property.

SUPPLIERS Exhibitor acknowledges that Management does not own, operate or in any other manner exercise any control or influence over third party suppliers to the exhibit, and the Management acts solely as Exhibitor's agent in arranging with such suppliers for the provision of goods and services for the exhibit. As such, Management does not assume any responsibility for and cannot be held liable for any personal injury, property damage or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by any wrongful or negligent acts or omissions on the part of any of the suppliers, their employees, or any other party not under the control of Management.

INSURANCE Exhibitor agrees to maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) to cover its potential liabilities under this Agreement, and to name Management and the Spokane Convention Center as additional insured's under Exhibitor's liability policy for the period of the exhibit including move-in and move-out periods.

LIABILITY Neither Management nor the Spokane Convention Center will assume responsibility for the safety of the property of the Exhibitor, his officials, agents or employees, from theft, damage by fire, accidents or other causes but will use reasonable care to protect them against such loss. It is suggested that each Exhibitor insure his property against loss and theft. The Exhibitor agrees to make no claim against Management or the Spokane Convention Center, and will protect, indemnify, defend and save the above-named, harmless from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or by reason of any accident, bodily injury, property damage, theft or loss, or other claims or occurrences to any person, including Exhibitor, its employees and agents, or any business invitees, arising out of or related to Exhibitor's occupancy or use of the exhibition premises in the exhibit or in and adjacent to the Spokane Convention Center, including storage and parking areas.

Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to the following causes: by reason of the building being destroyed by fire, act of God, public enemy, strikes, the authority of law, or for any other cause beyond its control. In the event of its not being able to hold the exhibit for any of the above named reasons, Management will refund to each exhibit the amount paid for the space, less a proportionate share of all the expenses incurred by Management for the exhibit.

RULE CHANGES

Management reserves the right to modify or supplement these rules as it deems appropriate to the operation of the exhibit, and Exhibitor agrees to be bound by them. Violations of any of these terms, or regulations on the part of Exhibitor, its employees or agents shall, at the option of Management, constitute cause for Management to terminate this Agreement, expel Exhibitor from the exhibit, and Exhibitor shall forfeit all fees paid to Management.