

Exhibit Space Contract

Fax Back to 216-901-9190

Booth No. _____

Size _____

Sq. Ft. _____

Rental (U.S. \$) _____

Invoice No. _____



(please type or print):

Exposition Name FABTECH INT'L & AWS WELDING SHOW and METALFORM November 15-18, 2009

Preferred Location FABRICATING TUBE & PIPE WELDING METALFORM THERMAL SPRAY

Event Location McCormick Center - North and South Halls City Chicago, IL

Company Name _____

Company Contact _____

Division (if any) _____

Street Address/P.O. Box or Suite _____

City _____ State _____ Zip _____

Phone _____ Ext. _____ Fax _____

E-mail _____ Internet Address _____

Send Show Bulletins & Manuals To:

Company Name _____

Company Contact _____

Division (if any) _____

Street Address _____

City _____

State _____ Zip _____

Phone () _____ Ext. _____

Fax () _____

E-mail _____

Send Invoices To:

Company Name _____

Company Contact _____

Division (if any) _____

Street Address/ P.O. Box _____

City _____

State _____ Zip _____

Phone () _____ Ext. _____

Fax () _____

E-mail _____

Briefly describe the products your company will be displaying at the above mentioned exposition.

It is understood that the Exposition Terms and Conditions stated on both pages of this form, the Exposition Rules and Regulations (contained in the Exhibitor Service Manual) and the payment terms stated on the initial invoice are part of this Contract. Having read this Contract, we, the undersigned, hereby agree to the referenced terms and conditions. Expositions of "SME", "FMA", "AWS" and "PMA" (collectively referred to as "Show Management") are designed as marketing and educational events, facilitating buyer-seller interaction. These expositions are considered an integral part of the sales process and may culminate in on-site orders. To assure that the exposition will further this purpose, admission is limited to qualified engineers and persons with similar interests (16 years or older), unless otherwise permitted in writing by Show Management. Each exhibit shall be pertinent to the technical area of the Exposition. Exhibits having only lay interest, or not a specific educational or technical interest as determined by Show Management, may not be permitted.

Authorized Signature _____ Date _____

Sign and return to: **FABTECH International & AWS Welding Show and METALFORM Show Management**
c/o SME
One SME Drive, P.O. Box 930, Dearborn, Michigan 48121-0930 USA
Make Checks payable in US. Currency to: "FABTECH International"

SIGNED CONTRACT MUST BE RETURNED TO RECEIVE SPACE

Space availability, size and location will be determined at the sole discretion of Show Management. Please contact Show Management at (800) 733-EXPO with any questions regarding this agreement.

EXHIBITION TERMS AND CONDITIONS

1. APPROVED EXHIBITORS – Only Exhibitors that have contracted with "SME", "FMA", "AWS" and "PMA" (collectively "Show Management") for the specific Show identified on side one of this document will be permitted to display or to demonstrate its products, processes, or services at the Show.
2. DEFINITIONS – As used herein:

The "Contract" means the Exhibitor Space Contract including the exhibit space application form, the terms and conditions contained herein, the Exhibition Rules and Regulations and the provisions incorporated in the initial payment invoice.

"Exhibitor" means any person or company exhibiting in the Show, its representatives, agents, employees and contractors at the Show.

The "Rules" means any and all provisions contained herein, the Exhibition Rules and Regulations and the payment terms stated on the initial invoice.

The "Show" means the event described on side one of this document.

The "Venue" means the facility where the Show will be held.
3. RESTRICTIONS - Show Management may, at its sole discretion, prohibit, restrict and/or evict exhibits which are, in the opinion of Show Management, objectionable for any reason including, but not limited to, danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display and/or method of display. Show Management may also prohibit, restrict, and/or evict any exhibit which may detract from the general character of the show or which violates any term of this Contract. Show Management may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else Show Management judges to be objectionable including, but not limited to: balloons, peanuts, popcorn, coffee, or anything taken beyond the confines of Exhibitor's assigned space. In the event of such prohibition, restriction, or eviction, Show Management shall not be liable for any refunds of rental or other expenses. If Exhibitor fails to comply in any respect with the terms and conditions of this Contract, including the Exhibition Rules and Regulations, Show Management shall have the right, without notice to Exhibitor, to rent or offer for rent Exhibitor's space, or to use such space in any other manner. Exhibitor shall remain liable for the full amount specified by this Contract.
4. ASSIGNMENT OF SPACE – Show Management reserves the right to assign space, to rearrange the floor plan and/or to relocate any exhibit to further the best interest of the Show. Show Management will assign space guided by Exhibitors' priorities, by the exhibit's requirements and by the choice of locations. If Show Management should relocate Exhibitor, any lower space rate difference shall be refunded but higher rate differences shall not be imposed. Within seven (7) days of official notice of space reassignment and/or relocation by Show Management, it is the duty of the Exhibitor to notify Show Management in writing if the reassigned/relocated space is not acceptable for any reason.
5. RENTAL OF SPACE – Rented space includes an 8' high drape backwall and 36" high drape side rails (excluding island exhibits). Any and all other equipment or materials required by Exhibitor must be provided by Exhibitor at Exhibitor's own expense.
6. PAYMENT AND CANCELLATION BY EXHIBITOR - Make all checks payable in U.S. currency to "FABTECH International." Transfer of funds is available through: LaSalle Bank, 200 West Monroe Street, Chicago, Illinois 60606, USA, ABA: 072000805, Account #: 6810-83728-3. Transfers of funds from foreign companies must include the following Swift code: MICHUS33.

Exhibit space payments shall be made according to the schedule set forth in the initial invoice sent by Show Management. Show Management reserves the right, in its sole discretion, to reassign or cancel contracted exhibit space if Exhibitor fails to adhere to the payment schedule set forth in the initial invoice. 100% forfeiture will be assessed on rental fees or deposits that were made prior to the reassignment or cancellation.

In order to cover work and service performed and as payment of liquidated damages, Exhibitor agrees that if it cancels or reduces its exhibit space hereunder, it shall pay a percentage of the total invoice as follows:

Cancellation Charge	Date of Cancellation/Reduction
25% of total space rental	from assignment date to 180 days in advance of the Show
50% of total space rental	from 179 days to 121 days in advance of the Show
100% of total space rental	120 days or less in advance of the Show

If Exhibitor fails to cancel but does not use its assigned space, Show Management shall have the right to use Exhibitor's space as Show Management determines in its sole discretion, including selling the space to another exhibitor, without any rebate or allowance to Exhibitor. Show Management will not be responsible for having included the name of Exhibitor or descriptions of Exhibitor's products in the Show catalog, brochures, news releases or other materials. If, at any time, an Exhibitor determines not to use some or all of the space for which he has contracted, he shall give prompt written notice to Show Management of his change in plans, so that Show Management may reallocate the unused space pursuant to the Rules. Failure to furnish the notice required by this paragraph shall subject Exhibitor to a surcharge of twenty-five percent (25%) of cost of the space not used, in addition to other Cancellation Charges detailed herein. Transfer of funds between Show Management exhibitions is prohibited.
7. USE OF EXHIBIT SPACE – Exhibitor shall not assign, sublet, or share any part of his space. However, an Exhibitor may use his space to exhibit any eligible products: (i) manufactured or sold in his own name, (ii) manufactured or sold by any company controlled by or under common control with Exhibitor, (iii) manufactured by a joint venture in which he participates, or (iv) produced pursuant to his manufacturing license. Exhibitor shall not exhibit, offer for sale, give as a premium, or furnish literature about any other products or services except where Show Management determines that such activities are required for the proper demonstration or operation of Exhibitor's displays. In any case, identification of such articles or services shall be limited to the regular nameplate, imprint, or other identification, which is standard practice appears normally on the articles or in connection with the services. Exhibitor shall not permit persons other than his own representatives (including those of any corporate affiliate, joint venture partner or licensee), representatives of Show Management, or of officially designated labor or service sources to use its booth for any purpose.
8. USE OF COMMON/PUBLIC SPACE – No demonstration, promotion, or advertising shall be permitted outside of Exhibitor's assigned exhibit space. Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs, or advertising materials outside of the Exhibitor's contracted-for exhibit space. No Exhibitor shall, in any other way, occupy or use the facilities for any purpose inconsistent with this Contract.
9. LOSS, THEFT OR DAMAGE – Show Management provides limited perimeter guard security but shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. Further, Show Management will not be liable for damage or injury to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitor, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Show, especially during set-up and tear-down of the show, can be dangerous, and Exhibitor, on behalf of itself and each member of its exhibit staff, assumes such risk and waives any liability on the part of Show Management and assumes all liability for such risk. If Exhibitor's materials fail to arrive, or if for causes beyond its control, Exhibitor is prevented from using its space, Exhibitor is nevertheless responsible for its space rental. Exhibitor shall carry special insurance to protect all exhibit materials against damage, theft or other loss, and liability insurance against injury to persons and the property of others, including, but not limited to, Show Management.
10. COMPLIANCE WITH LAWS - Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances or codes, together with the rules and regulations of Show Management and the operators and/or owners of the property wherein the Show is held.
11. THE AMERICANS WITH DISABILITIES ACT (ADA) - Exhibitor is required to comply with all provisions of the ADA, including, without limitation, arranging Exhibitor's exhibit so as to be accessible to all persons covered by the ADA.
12. UNIONS AND CONTRACTORS – Exhibitor shall employ labor only from sources officially designated by Show Management for the installation, maintenance and dismantling of its exhibit, and shall use only the service organizations officially designated by Show Management for all services in connection with the installation, maintenance, cleaning and dismantling of exhibits and in connection with the operation of projection devices. Exhibitor agrees to abide by and comply with all rules and regulations imposed by local unions having arrangements with the Venue or with authorized contractors engaged by Show Management. Exhibitor must request Show Management's authorization to use an Exhibitor-appointed contractor no later than forty-five (45) days prior to the first scheduled installation date for the Show. Show Management shall have the right, but not the obligation, to resolve disputes or disagreements between Exhibitor(s), or between Exhibitor(s) and official contractors or labor organizations. In the event of such dispute, any action or decision by Show Management intended to resolve the dispute shall be binding on the Exhibitor(s).
13. COPYRIGHTS, LICENSED AND PATENTED MATERIAL – Exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, or printed matter which may be protected under the laws of the United States of America. Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.
14. ADVERTISING AND PROMOTION – Show Management reserves the right to use Exhibitor's name in any advertising, promotion or marketing associated with the exhibition. Show Management does not, however, guarantee Exhibitor inclusion in such materials.
15. RIGHT TO CHANGE LOCATION, DATES, AND/OR RULES – Show Management retains the right to change the Exhibition location, dates, and/or rules upon notice to Exhibitor. Any such change shall be incorporated and made part of this Contract.
16. CANCELLATION BY MANAGEMENT - Show Management retains the rights to cancel the Show and/or the Exhibit with no liability to Exhibitor other than a refund of any paid space rental fees, for any reason beyond its control including, but not limited to, civil unrest, labor disputes, acts of government or acts of God.
17. INDEMNIFICATION - Exhibitor agrees to indemnify and hold and save Show Management whole and harmless from and against any and all claims, charges, complaints, liability, losses, demands, actions, damages, expenses, judgments, settlements and/or costs of any nature whatsoever which shall result, directly or indirectly, wholly or in part, by any act, omission, negligence, or conduct of Exhibitor or Exhibitor's employees, representatives, agents, servants, contractors, patrons, guests, licensees, invitees, or assigns, at or related to the Show, including, but not limited to, any such costs in connection with a violation of any laws or regulations, any off-site activities, any dangerous or hazardous materials, any damage, injury, or loss to persons and/or property and any costs, including attorneys' fees, incurred by Show Management in connection with the enforcement of this Contract. Exhibitor covenants and agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor or relating to this Contract or the exhibit space rented hereunder, then Exhibitor shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon Show Management.
18. GOVERNING LAW - This Contract shall be construed in accordance with and governed by the internal laws of the State of Michigan, not including the laws applied to conflicts of laws.
19. SEVERABILITY - The invalidity or unenforceability of any of the covenants, phrases or clauses in this Contract shall not affect the remaining portions hereof, but this Contract shall be construed as if such invalid covenant, phrase or clause had not been contained herein.
20. ENTIRE AGREEMENT - This Contract, specifically incorporating the initial invoice and Exhibition Rules and Regulations referenced herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. Exhibitor agrees to comply with all provisions incorporated in this Contract including the Exhibition Rules and Regulations and provisions of the initial invoice. This Contract supersedes all prior agreements and understandings between the parties with respect to the subject matter. **Please contact Show Management at (800) 733-EXPO with any questions regarding this agreement. DET_B\323283.1**