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ISA Automation Week

Technology and Solutions Event

Solutions Provider Showcase Contract

24-27 September 2012
 Orange County Convention Center
 Orlando, Florida USA

For office use only:

SR _____ Date _____ Time _____

1 Solutions Provider Showcase Space Selection Apply for showcase space by listing at least 3 choices below.

Choice	Booth Number(s)	Showcase Space Rate: \$31.50 per square foot
1. _____		\$31.50 x _____ sq. ft. =\$ _____ Corner Fee: \$75 x _____ corner(s) =\$ _____ Co-tenant Fee \$500 Each\$ _____
2. _____		Furnished Booth Package: \$295 per 10'x10' unit x _____ (no. of units requested) ...\$ _____ (Package includes (per 10'x10' unit): 9'x10' booth carpet (gray), 1 6' draped table (gray), 2 side chairs, 1 wastebasket, 1 pre-show booth area cleaning.)
3. _____		Showcase Plus Package: \$7,500.00 (limited to 12 Solutions Providers)\$ _____ Total ISA Automation Week 2012 Fee\$ _____

ISA does not promise or guarantee that the booth choices listed will be the booth space(s) assigned. ISA reserves the right to assign comparable space if the selections listed are not available.

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.**
- **25% of total fee must accompany signed showcase space contract, if received before 14 March 2012.**
- **Full payment required for contracts received after 14 March 2012 or deposit will be forfeited and exhibit space released.**
- To pay by wire transfer*, contact ISA Customer Service for wire transfer information.

*Please note: The bank charges a fee for this type of transfer which must be included with payment.

To pay by credit card, complete the following: (check one)

Card #: _____ Exp. Date: _____ Amount: \$ _____

Card Holder's Name: _____ Card Holder's Signature: _____

3 Applicant Information

Applicant Company: _____
The company information listed here will be used for all promotional purposes. See co-tenant information below to list additional company names.

Street Address: _____ City: _____

State/Province: _____ Zip/Postal Code _____ Company Website: _____

Contact Name: _____ Position: _____

Phone: _____ Contact's Email address: _____

ISA's preferred method of communication is email. Please provide your email address.

This document, when signed by Applicant and Organizer, constitutes a binding legal agreement. Organizer agrees to review your Application and Contract and assign to your company showcase space, if available, consistent with show eligibility requirements and policies. The Applicant agrees that upon acceptance of this Application and Contract by Organizer, with or without appropriate payment of the showcase fee, this Application and Contract shall become a legally binding contract; enforceable against the Supplier 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 Applicant Company. The Applicant agrees to be bound by the information and terms on both pages 1 and 2 herein and the rules and regulations included in the Solutions Provider Showcase Services Manual and/or any other regulations issued prior to the event.

Contract terms and conditions are on the reverse of this page; the rules and regulations governing the use of the showcase space are set forth in the Addendum entitled "Rules and Regulations," enclosed with this Solutions Provider Showcase 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: _____

Technologies and Products to be displayed: _____

We request that, if possible, space assignment near the following potential Solutions Providers be avoided: _____

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

4 Co-tenant Information

Showcase companies may accommodate one co-tenant for every 80 square feet of showcase space purchased. Refer to Clause 15 in the space contract for procedures and terms and conditions.

ISA USE ONLY — SOLUTIONS PROVIDER SHOWCASE SPACE ASSIGNMENT

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

Date Mailed: _____ Signed: (ISA) _____

SOLUTIONS PROVIDER SHOWCASE CONTRACT TERMS AND CONDITIONS

- 1. CONFERENCE AND SHOWCASE.** The Conference and Solutions Provider Showcase are 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.

ISA Automation Week 2012 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 showcase 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 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 showcase space.
- 3. SOLUTIONS PROVIDER SHOWCASE SPACE AND FLOOR PLAN.** The ISA Automation Week 2012 space rent includes standard equipment consisting of draped backwall and sidewalls, and an identification sign. No rent allowance will be made if standard equipment is not desired. The Showcase space floor plan for this event may or may not be maintained as initially offered. ISA reserves the right to modify the plan to the extent necessary for the best interests of the Solutions Providers 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 Showcase.
- 4. SPACE ASSIGNMENT.** ISA Automation 2012 initial space assignments will be made on a first come, first served basis with all completed Applications accompanied by the required deposits.
- 5. SOLUTIONS PROVIDER SHOWCASE SPACE PAYMENT SCHEDULE.** Payments for ISA Automation Week 2012 must be made in accordance with the following schedule:

 - 25% of total showcase space fee must be paid at time of application
 - 100% of total showcase space fee must be paid by 14 March 2012
- 6. REDUCTION IN SHOWCASE SPACE.** If an Applicant requests a reduction in showcase space footage after acceptance of the Application and the Notice to Applicant of Space Assignment has been mailed, ISA will honor the request on the following conditions:

 - If Applicant's written notice of reduction is received by ISA **on or before 14 March 2012**, ISA will retain, as a charge for reducing the showcase space, the amount of the deposit due as of the date the reduction request is received on the amount of space reduced.
 - If Applicant's written notice of reduction is received by ISA **on or after 14 March 2012**, no allowance against or reduction of the fee due for the original showcase space assigned will be granted, any difference being considered as a charge for showcase space reduction.

In any case, the request for reduction of space for ISA Automation Week 2012 must be received in writing, and ISA reserves the right to relocate or reassign Applicant's showcase space to another area of the Showcase Facility. ISA may also assign or reassign the original showcase space to another Applicant, or for general or ISA use eliminate the original showcase space from the Solutions Provider Showcase, or allow it to remain vacant at ISA's sole discretion without obligation to Applicant.
- 7. CANCELLATION.** Any Applicant who cancels the contract, fails to show at the Solutions Provider Showcase, or withdraws from the Showcase after ISA has accepted the Application and mailed the Notice to Applicant of Space Assignment, agrees to pay the following cancellation charges to ISA:

 - If Applicant's **written notice** of cancellation or withdrawal is received by ISA **on or before 14 March 2012**, ISA will retain as a charge for cancellation of showcase space, the amount of the deposit due as of the date the cancellation request is received.
 - If Applicant's **written notice** of cancellation or withdrawal is received by ISA **on or after 14 March 2012**, 100% of the total rent of the space assigned.

In any case, any payments made to ISA for ISA Automation Week 2012 before cancellation or withdrawal, by deposit or otherwise, will be retained by ISA. If the amount paid is sufficient to pay the cancellation charge, it will be applied in satisfaction of that charge, if the amount paid is less than the cancellation charge, it will be applied in partial satisfaction of the cancellation charge and the applicant will be invoiced for the balance due. Applicant will receive a refund of only the amount paid, if any, that exceeds the applicable cancellation charge.

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 before the applicable deadline. No notice is effective unless submitted to ISA in a manner providing proof of receipt by ISA, such as certified mail with a return receipt, courier, or email, by the deadline can be shown.**
- 8. 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.
- 9. INDEMNITY AND LIMITATION ON LIABILITY.** Applicant covenants and agrees to hold and save harmless ISA; the owners, operators, and managers of the Showcase Facility; and the respective officers, agents and employees of each (collectively referred to as Showcase 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 Showcase Space or any space utilized by Applicant for activities held in conjunction with ISA Automation Week 2012, 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 Solutions Provider Showcase Rules and Regulations; any Rules and Regulations of the Showcase Facility; and any laws of the City of Orlando, Florida. Applicant agrees to indemnify each and every member of the Showcase 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 Showcase Management shall not be responsible for any loss, damage, or theft of any property of any persons, including the Supplier and its employees, agents, and contractors, while in transit to or from the Showcase Facility, while in the Showcase Facility or otherwise.

Except for cancellations and withdrawals as set forth in Paragraph 7 above, the Applicant is responsible for total rent for showcase space irrespective of the reason for such cancellation and withdrawal, including cancellation and withdrawal by the Applicant because of failure of Showcase to arrive for any reason or cancellation by the Sponsors as the result of action by the Showcase Management or the result of strikes, lock-outs, acts 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 Showcase 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 Solutions Provider or with the Showcase 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.
- 10. GOVERNING DOCUMENTS AND LAWS.** Applicant expressly understands and agrees to be bound by all terms and conditions and rules and regulations contained in this Solutions Provider Showcase Contract; the Solutions Provider Showcase Rules and Regulations, including any amendments which may be issued; the master lease between ISA and the Showcase Facility; and the Showcase 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 Solutions Provider Showcase 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 showcase during the Showcase. 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 Showcase.

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.
- 11. SOLUTIONS PROVIDER SHOWCASE EVENT CONFLICTS.** Solutions Provider 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 showcase facility during Conference and Showcase hours. However, Solutions Provider may, with ISA's prior written approval, conduct technical seminars or training for its customers at a local facility regularly maintained by the Solutions Provider for such purposes as long as such training is for existing customers or clients of Solutions Provider 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 Showcase begins.
- 12. 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 Showcase Hall due to construction, use, or dismantlement of Applicant's Showcase and will reimburse ISA for any charges assessed by Showcase Hall caused by Applicant paid by ISA, including charges for failing to vacate the premises in a timely manner.
- 13. 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 showcase 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 Showcases which become objectionable because of noise, operational methods, rules violations, or any other reason and may prohibit or evict any Showcase, which in ISA's sole opinion, may detract from the general character of the Showcase 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.
- 14. 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.
- 15. CO-TENANT PROCEDURES.** The Applicant must provide ISA with written notification of any co-tenants that will occupy the contracted space at ISA Automation Week 2012. Notification must include company name, address, telephone and fax information. If a co-tenant requests listings in ISA Automation Week 2012 promotional materials, e.g.; advance program, on-site program, website, ISA will assess a fee of \$500 to the contracted Solutions Provider. This fee will be assessed for each co-tenant requesting such services. Each co-tenant must expressly agree to all terms and conditions of this Solutions Provider Showcase Contract.