



International Erosion Control Association

ECO9 EXHIBITOR CONTRACT PROVISIONS & INFORMATION

- 1. CONTRACT FOR SPACE.** By submitting this Application and Exhibit Space Contract (“Contract”), the undersigned Exhibitor agrees to abide by the terms and conditions of this Contract, the Exhibitor Registration Form, the IECA Booth Selection Form as well as the rules and regulations and decisions of the International Erosion Control Association (“IECA”). Exhibitor further agrees to be bound by the terms and conditions of any applicable agreement(s) between Exhibitor and GES Exposition Services (“GES”) or its successors in interest, the official show contractor for the IECA’s Environmental Connection 09 (“Show”) as well as the agreement between IECA and the Reno-Sparks Convention Center and Visitors Authority to use the Reno-Sparks Convention Center (“Center”). Acceptance of an application does not imply endorsement by IECA of the applicant’s products or services, nor does rejection imply lack of merit of the product, service or company. IECA has the sole right to determine eligibility of any company, product or service for inclusion in the Show and retains the right to cancel the Contract at anytime if the exhibit is deemed to be contrary to the best interests of the show. IECA has the right to move any Exhibitor’s location in the exhibit hall for any reason. In such cases, the affected Exhibitor(s) will be notified as promptly as possible. The application for space constitutes a contract for the right to use the space
- 2. SPACE ASSIGNMENT.** Exhibit space will be assigned according to the order in which payment is received from exhibitors. Exhibit space will not be held or reserved until a deposit payment is received. After September 1, 2008, full payment must be received. Every effort will be made to accommodate Exhibitor’s request for location preference as indicated on the Exhibitor Registration form.
- 3. EXHIBIT BOOTHS.** Standard booth background and side rails, decorated with background drape and uniform two-line signs are provided without charge to Exhibitor. Booth backgrounds are eight feet in height, and divider rails are three feet in height. The expo hall ceiling height is 34 ft at the lowest point. Exhibitor shall not obstruct the view of adjacent booths of other Exhibitors. The Exhibitor, at its own expense, will provide all other furnishings, equipment, facilities, and other items related to the booth and assigned space. Additional display accessories (electricity, carpeting, furniture, plants, supplemental lighting and audio/visual equipment) are available in the Exhibitor’s service kit. IECA and GES reserve the right to pass through to Exhibitor all costs incurred by GES or IECA as a result of any utility rate or fuel price increases due to surcharges or shortages in supply.
- 4. USE OF EXHIBIT SPACE.** Exhibitor may not sublet, assign, or apportion any part of the space allotted, or represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by IECA. The purpose of the Show is to inform and educate IECA members regarding characteristics and uses of the products and services. Cash and carry sales are not permitted. Exhibitor shall be responsible for compliance with all federal, state and local laws concerning licensing, collection and remittance of any taxes. Exhibitor shall not use or occupy the Premises, or permit the use or occupancy of the Premises, in any manner or for any purpose which; (a) would violate any law or regulation of any applicable governmental authority, or the provisions of any applicable governmental permit or recorded document; (b) would adversely affect or render more expensive any fire or other insurance maintained by the Center for the Premises or any of its contents; (c) might impair or interfere with any of the services and systems of the Premises, including without limitation, the Premises’ electrical, mechanical, fire and life safety, structural, plumbing, heating, ventilation and air conditioning systems (collectively, the “Premises’ Systems”) or the janitorial, security, and building maintenance services (collectively, the “Service Facilities”). Exhibitor shall not permit the premises to be used for lodging room or for any improper, immoral, illegal or objectionable purpose. Exhibitor shall reimburse the IECA for any cost incurred by the IECA in enforcing this provision or as a result of Exhibitor’s breach hereof. Exhibitor shall procure and maintain any license or permit required for the lawful conduct of its business or other activity on the Premises, submit such license or permit for inspection by IECA if so requested, and comply at all times with all terms and conditions thereof. Exhibitor shall be responsible for the proper care, handling, security, removal and disposal of all hazardous materials entered upon Center premises by Exhibitor as required by current Environmental Protection Agency or other applicable federal, state or local standards in effect at the time of occupancy. Upon request by IECA, Exhibitor shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportations or disposal of materials left on the Premises will be paid by Exhibitor.

5. **INSTALLATION & DISMANTLING.** IECA reserves the right to set the time for installation of booths prior to the Show opening and for removal of booths after conclusion of the Show. Installation of all exhibits must be fully completed at least 2 hours prior to Show opening. Exhibitors who do not meet this deadline will not be allowed to continue setting up until 2 hours prior to the next day's Show hours. Any space not claimed by 3 hours prior to opening time of the first day of the Show may be resold or reassigned by IECA without refund. Exhibits may not be packed, removed or dismantled before the close of the show. Exhibits and all other furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property must be removed by the exhibitor from the premises no later than **February 12, 2009**. Exhibitor shall be liable for all storage and handling charges resulting from the failure to remove exhibit material from the hall prior to the conclusion of the dismantling period specified by IECA. Any property of Exhibitor not removed within forty-eight (48) hours after February 12, 2007, shall be considered abandoned and the IECA may remove such property and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account of, and at the expense and risk of, Exhibitor. If Exhibitor shall fail to pay the costs of storing any such property after it has been stored for a period of thirty (30) days or more, the IECA may sell any or all of such property at public or private sale, in such manner and at such places as the IECA, in its sole discretion may deem proper, without notice to or demand upon Exhibitor. In the event of such a sale, the IECA shall apply the proceeds thereof, first, to the cost and expense of sale, including reasonable attorneys' fees; second, to the repayment of the cost of removal and storage; third, to the repayment of any other sums which may then or thereafter be due to the IECA from Exhibitor under any of the terms of this Contract; and fourth, the balance, if any, to Exhibitor.

GES shall be the exclusive provider of services at the Show; provided, however, that if any Exhibitor chooses to use its own contractor ("EAC") to provide any of the services that GES may otherwise provide, the Exhibitor must provide at least ten (10) days prior to the Move-In Date for the Show: (i) a written statement setting forth the identity and intended use of the EAC; and (ii) a certificate of insurance evidencing that EAC has in place the minimum insurance coverage required of GES and has named GES as an additional insured on the EAC's insurance policies, excluding worker's compensation insurance.

6. **BOOTH REPRESENTATIVES.** Exhibitor's booth representatives shall be restricted to employees of the exhibiting companies who are actually working in the exhibitor's booth. Booth representatives shall wear "exhibitor" badge identification furnished by IECA at all times. No admittance will be allowed to the Show unless an Exhibitor Badge is presented. Each 10x10 space receives two complimentary expo hall only passes for exhibitors to work the booth. Additional expo hall only passes may be purchased at registration from IECA for \$45 each.

7. **CANCELLATION.** Exhibitor agrees that IECA will sustain certain losses if Exhibitor cancels this Contract after Exhibitor has been assigned exhibit space. Because of the difficulty of determining and proving such losses, Exhibitor agrees to pay the amounts set forth below as liquidated damages and not as a penalty in the event Exhibitor cancels all or part of its exhibit space. Exhibitors who cancel will be refunded their payment(s) according to the following schedule:

Cancellation prior to September 1, 2008 – Full refund
Cancellation between September 1 and November 1, 2008 - 50% refund
Cancellation after November 1, 2008 - No refund

8. **PROPER ATTIRE AND CONDUCT.** Exhibitor's representatives' manner or appearance and dress must be such as not to offend even the most critical attendee. Any breach of this rule may result in Exhibitor being removed from the Show. If IECA decides Exhibitor is engaged in any activities or is displaying any goods or services contrary to the best interests of the Show, IECA may, in its absolute discretion, rearrange or remove such goods or services or cancel entirely any allocation of space, without liability for refund and without liability for any other damages caused by such action.

If Exhibitor operates sound motion picture equipment, record players, loudspeakers, or any other noise-creating devices, the Exhibitor shall do so only at a level, which will not interfere with other Exhibitors or add unduly to general acoustic inconvenience or IECA may require discontinuance of their use. Should the wording on any sign or area in Exhibitor's booth be deemed by IECA to be contrary in any way to the best interests of the Show, exhibitor shall make such changes as are requested by IECA.

All demonstrations of services or equipment, interviews, and other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the Show.

IECA is the owner of certain trademarks, servicemarks and intellectual property (the "Marks") including but not limited to the name "International Erosion Control Association," "IECA", "Environmental Connection 07" and "EC07". Exhibitor may not use any of the Marks without the prior written consent of IECA. If an Exhibitor wishes to use any of the Marks on its advertising or other materials, the Exhibitor will first submit a copy of the proposed material for review and approval by IECA. Exhibitors should recognize that women are a growing segment of the erosion and sediment control industry and Exhibitors are responsible as to their choices of advertising and media design which use the Marks.

Exhibitor is required to maintain its booth so as to be clean and presentable at all times. All supplies, handouts, literature and samples must be confined to the booth space and not behind it. Packing crates and boxes are not permitted in booths during show hours.

Exhibitor may not serve or provide food or alcoholic beverages in its exhibit space without the prior written consent of the Center and IECA. Exhibitor may serve other food and beverage products provided that Exhibitor arranges for such food and beverage through the Center in accordance with its requirements. This provision is not intended to restrict the free distribution of small quantities of product samples or the sale of pre-packaged food or beverage products from exhibitors whose business is consistent with products being offered for sale; such pre-packaged products are not to be sold for immediate consumption. In the event such alcoholic beverages are served with IECA's written consent, Exhibitor shall, at its own expense, obtain a policy or policies of insurance issued by a responsible insurance company with and A.M. Best rating of AX or better and in a form acceptable to the IECA saving harmless and protecting the IECA, Washoe County and the Center against any and all damages, claims, liens, judgments, expenses and costs, including actual attorney fees, arising under any present or future law, statute, or ordinance of the State of Nevada or any other governmental authority having jurisdiction of the Premises, by reason of any storage, sale, use or giving away of alcoholic beverages on or from the Premises. Such policy or policies shall have a minimum combined single limit of \$1,000,000 per occurrence and shall apply to bodily injury and property damage. Policy shall name the IECA, the Center and Washoe County as additional insureds.

9. **MUSIC LICENSING.** Any Exhibitor broadcasting, performing, displaying or using any copyrighted materials, including but not limited to music, video and software (whether live or mechanical), in or at their booth must have the necessary licensing agreement(s) with ASCAP, BMI or other such licensing organization. Exhibitor is responsible for paying all royalties, fees or other charges associated with such licensing agreements. Further, should Exhibitor broadcast, perform or display any copyrighted materials, Exhibitor agrees to indemnify and hold IECA harmless and defend it from any claims or actions brought against IECA by ASCAP, BMI or other such licensing organization for the broadcast, performance or display of such copyrighted material.

10. **DAMAGE TO PROPERTY.** Exhibitor shall not injure or deface any part of the Center, booths, booth content, Show equipment or décor. Exhibitor is liable for any damage caused by Exhibitor or its representatives to any of the foregoing as well as to building floors, walls, or columns, or to the property of other Exhibitors. Exhibitor may not apply paint, lacquer, adhesive, or other coatings to building columns or floors. Helium balloons and stickers are not permitted without the express written permission of the IECA. Exhibitor shall not distribute, post or exhibit, or allow to be distributed, posted or exhibited, any signs, advertisements, show bills, lithograph posters or cards of any descriptions on any part of the Center or the Center's common areas including the exterior and parking lots without prior written permission of IECA. Exhibitor shall maintain its exhibit space in a safe, sanitary and slightly condition and in good repair. Exhibitor shall pay all costs to return its space to IECA in the same conditions received, as well as any costs to repair or replace property at the Center damaged or lost during the term of this Contract, normal wear and tear excepted, or unless the Center is damaged as a result of the sole negligence, gross negligence or willful misconduct of the Center, its employees or subcontractors.

11. **COMPLIANCE WITH REGULATIONS.** Exhibitor further agrees to comply with all federal, state, and local laws, statutes ordinances and regulations as well as the Center Rules pertaining to health, fire protection and public safety including but not limited to the Americans with Disabilities Act and regulations concerning the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment. Compliance with such laws is mandatory and the sole responsibility of Exhibitor. IECA and GES have no responsibility pertaining to compliance with laws, ordinances or regulations pertaining to the Exhibitor's individual space. Electrical wiring must conform with National Electrical Code Safety Rules and City of Reno, Nevada Electrical Code. Exhibitor shall not use the Center or permit it to be used by any employee or invitee for any illegal purpose; in conflict with any applicable law, ordinance, rule or regulation of any governmental authority; in any manner which would weaken the insurance or increase the rate of insurance on the Center; in any manner which constitutes any waste or nuisance; in any manner which causes injury to the Center; or in violation of the Center's Rules.

Canvas, cloth, cardboard, leaves or similar combustible materials shall be completely flame-retardant. Oilcloth, tarpaper, sisal paper, nylon, orlon and certain other plastic materials cannot be made flame retardant and their use is prohibited. All material must be accompanied by an official flame retardant certificate and provided to IECA and GES prior to move in. All internal combustion engine-driven vehicles or equipment displayed in the hall must have fuel filler caps locked or taped, batteries disconnected and fuel tanks almost empty. A non-flammable drop cloth must be placed under the engine.

12. **EXHIBITOR'S ADMITTANCE DURING NON-SHOW HOURS.** Booth representatives will be permitted to enter the trade show one hour before the scheduled opening time each day of the Show and will be permitted to remain in the exhibit hall up to fifteen minutes after the closing hour each night, with the exception of the final night. Exhibitors requiring additional time should check with IECA at registration on the previous day.

13. **RESTRICTIONS.** IECA reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, are or become objectionable or otherwise detract from or are out of keeping with the character of the Show as a whole. IECA may forbid installation or request removal or discontinuation of any exhibit or promotion. In the event of such restrictions or removal, IECA shall not refund any rental or other fees to Exhibitor. Advertising, displays, demonstrations, conferences, entertainment, and hospitality rooms within the Center are only permitted for firms that have rented space to exhibit.

IECA will provide each Exhibitor with a mailing list of prospective attendees of the Show; provided, however, that Exhibitor shall keep such list confidential; shall use the list only once; shall not disclose the list to third parties; and shall not use the list for any other purpose except for advertising Exhibitor's presence at the Show.

14. **INTERPRETATION AND ENFORCEMENT.** Exhibitor shall comply with the General Rules and Regulations of the Center ("Center Rules") which are applicable to Licensee and/or Exhibitor. A copy of the Center Rules is available upon request from IECA. The Center Rules are incorporated into this Contract by reference. In the event of any breach of this Contract by Exhibitor or violation of the Center Rules or breach of the agreement(s) with GES, IECA reserves the right to immediately terminate this Contract, remove the Exhibitor from the Show and require the Exhibitor to forfeit all fees paid to IECA. All matters in question not covered by this Contract or the Center Rules shall be decided by IECA and all decisions so made shall be binding on all parties.

15. **UNION RESTRICTIONS.** Exhibitors are required to observe all union contracts in effect between IECA, GES, and other organizations. IECA does not take responsibility for interference with the Show caused by any dispute involving union personnel and individual exhibitors.

16. **SECURITY.** IECA will provide 24-hour guard service inside the hall and take reasonable precautions to safeguard Exhibitor's property. The provision of this service, however, shall not be construed as an assumption of obligation or duty with respect to the protection of the Exhibitor's property. IECA is not responsible for the safety of Exhibitor's property from theft, damage by fire, accident, vandalism or other causes, and Exhibitor waives and releases any claims it has against IECA, its officers, directors, employees, members, agents or representatives. Exhibitor shall not hold IECA liable for any loss, damage, theft or destruction of Exhibitor's property, and Exhibitor shall indemnify IECA, GES, members, officers, directors, agents and employees of each of these entities and official show contractors against, and hold them harmless from any complaints, suits or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of space. IECA shall have the right at any time to enter the exhibit booth leased by Exhibitor for the purposes of inspection and shall also have the right to examine any materials of Exhibitor.

17. **CONFLICTING MEETINGS AND SOCIAL ACTIVITIES.** In the interest of the success of the entire conference, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage the absence of members or exhibitors from the Show or exhibit hall during official exhibit or Show hours.

18. **RESTRICTION OF ACTIVITIES.** All exhibitor's activities must be confined to the contracted exhibit space. No solicitation or distribution of materials outside of exhibit space will be allowed without written permission from IECA.

19. **FORCE MAJEURE.** In the event the Show is postponed due to any occurrence not caused by the conduct of IECA or Exhibitor, whether such occurrence be an Act of God, weather, fires, floods, common enemy, result of war, riot, civil commotion, strikes or other labor dispute, terrorist action, failure of power or utilities, curtailment or delay in transportation facilities preventing at least 25% of the attendees from attending the Show, government action or act or conduct of any person or persons not party or privy to this Contract, then performance of the parties under this Contract shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Show, the obligations of the parties shall terminate and all payments made shall be refunded to Exhibitor, less a pro rata share for expenses actually incurred by IECA in connection with the Show.

20. **INDEMNIFICATION.** Exhibitor agrees to indemnify, hold harmless and defend, IECA from and against any and all liability, claims, suits, demands, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including but not limited to court costs, interest and attorneys' fees) which IECA may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from or in connection with Exhibitor's use or alteration of the Exhibit Space or the conduct of its business or from any activity performed or permitted by Exhibitor in or about the Exhibit Space during the Show, or arising from Exhibitor's use of the Center's Systems, including but not limited to electrical, sound, lighting, HVAC and plumbing, in excess of their capacity or arising from any other act, neglect, fault or omission of Exhibitor or any of its officers, agents, directors, contractors, employees, exhibitors or invitees or from or in connection with any intentional or negligent act or omission or breach of the terms and conditions of this Contract by Exhibitor or any of its employees, servants, agents or representatives. For purposes of this indemnification provision, the term "IECA" shall also include the officers, directors, employees, agents, members

and representatives of IECA. Exhibitor assumes full responsibility and liability for the actions of its employees, officers, directors, invitees, servants, agents and representatives, whether acting within or without the scope of their authority.

21. **INSURANCE.** Exhibitor shall, at its cost, secure and maintain through the term of this Contract, including move-in and move-out days, the following insurance: worker's compensation insurance; employer's liability insurance covering all Exhibitor's employees working at the Show with limits not less than \$1,000,000 each accident; comprehensive commercial general liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage; \$1,000,000 for personal and advertising injury; and \$1,000,000 for Products and Completed Operations written by an insurance company with an AM Best Rating of at least AX; and (if applicable) automobile liability insurance with limits not less than \$500,000 per occurrence combined single limit for bodily injury and property damage including coverage for all owned, hired and non-owned vehicles. All policies shall be in an amount of insurance of \$1,000,000 (except for worker's compensation which shall be in the amount required by Nevada law) and shall be written to apply to all bodily injury, property damage, and personal injury losses. All such insurance shall be primary of any other valid and collectible insurance of Center or IECA and shall be written on an occurrence basis. Claims made policies are not acceptable. IECA and the Center shall be named as an additional insureds on such policies. Upon request, Exhibitor shall provide IECA with a Certificate of Insurance evidencing the existence and amounts of all such insurance. No policies may be cancelled except upon thirty (30) days notice to the Exhibitor and IECA. Neither the issuance of any insurance nor the minimum limits specified herein shall limit or restrict in any way Exhibitor's liability arising under or out of this Contract.

22. **WAIVER.** Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of IECA shall not be deemed waived except as specifically set forth in writing signed by an authorized representative of IECA.

23. **DISPUTE RESOLUTION.** The parties agree that any controversy or claim arising out of or relating in any way to this Contract shall be settled by arbitration in Denver, Colorado, using the services of the Judicial Arbitrator Group. Any judgment or award rendered by the arbitrator(s) shall be entered in any court having jurisdiction. At any time, a party which seeks an injunction, or other equitable relief or similar judicial relief, if such action is necessary to preserve the status quo or to otherwise preserve the benefits and rights created by this Contract, including but not limited, to protection of IECA's Marks and other intellectual property.

23. **CHOICE OF LAW.** The parties agree that the laws of the State of Colorado shall control construction and enforceability of this Contract and consent to the jurisdiction of the courts or Judicial Arbitrator Group (as applicable) in Denver, Colorado with respect to any dispute arising under this Contract.

24. **SEVERABILITY.** In the event any provision of this Contract is held invalid or unenforceable, then neither the remaining provisions of this Contract nor other applications or provisions shall be affected.

25. **ENTIRE AGREEMENT.** This Contract constitutes the entire understanding of the parties, and supersedes all prior agreements of the parties. Any amendment to or revision of this Contract must be in writing and agreed to by all parties. Such amendments and revisions shall be attached to and become part of this Contract.

26. **STATUS OF PARTIES.** The parties shall be considered as independent contractors and under no circumstances shall this Contract be construed as one of agency, partnership, joint venture or employment between the parties.

27. **CONTRACT SUBJECT TO OTHER AGREEMENTS.** This Contract is subject to the terms of the License Agreement between IECA and Center and to the agreements between IECA, GES and other parties related to the Show including other Exhibitors. Exhibitor shall not undertake any act or fail to fulfill any obligation, which is in violation of said License Agreement or other agreements.

28. **FIRE OR CASUALTY.** In the event any part of the Center including the Exhibit Space, as a result of damage by fire or other casualty, is rendered unusable for the conduct of the Exhibitor's business at the Show, the Center and IECA shall not be liable for any loss of business, inconvenience or annoyance arising from ant repair or restoration of any portion of the Center as a result of any damage from fire or other casualty. Furthermore, in event of such damage from fire or other casualty, the Center and IECA shall have no obligation to repair equipment, furniture, fixtures, paneling, ceilings, carpets or other floor coverings, partitions, drapes or any personal property installed in or about the Exhibit Space.

29. **EVACUATION.** In the event the Center, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Exhibitor, for itself and for its successors and assigns, shall and does hereby release the IECA, the Center, Washoe County and all officials, officers, representatives, agents, employees and servants of those entities from any and all liability for injury, loss of life, loss of or

