



CONTRACT FOR EXHIBIT SPACE
 MAY 8 - 10, 2012
 DONALD E. STEPHENS CONVENTION CENTER
 ROSEMONT (CHICAGO), IL



powdershow.com
 processtechexpo.com

EXHIBITOR DETAILS

COMPANY NAME _____
 Contact Name _____ Title _____
 Email _____
 Street Address _____
 City, State _____ Zip _____ Country _____
 Phone _____ Fax _____

SPACE REQUIREMENTS & FEES

Location Preference 1. _____ 2. _____ 3. _____ 4. _____
 Size (length x depth) _____ x _____ Total Square Feet _____ @ _____ per square foot = \$ _____
 Type of Location (check one): In-line Corner \$375 Peninsula \$750 Island \$1500 = \$ _____
 Space Selection rate \$34.90 per sq ft Member of PEMA **Total Booth Cost \$** _____
 (Sign up on show site)
 Standard rate \$39.00 per sq ft **Total Deposit Required \$** _____
 (After Show)

Show Mgmt. Use Only
Assigned:

Size

<input type="checkbox"/> P

Booth space includes standard booth drape in the show colors, a company identification sign, one on-site directory listing (print deadlines apply), on-line exhibitor services kit, and 10 exhibitor badges per 100' square feet. All booths are subject to IAEE Display Rules & Regulations on show site.

Competitors to avoid: _____
 *We will make every effort at the time of booking to place your booth at least 40' from the companies you list, however no guarantees can be made. Please contact your Sales Executive prior to the show to confirm neighboring exhibitors.

DEPOSIT PAYMENT

For your deposit, you may send a check payable to "CANON COMMUNICATIONS LLC" to the address below, fill out this credit card form, or send us a wire (please call (310) 445-4296 for instructions).

American Express Visa Mastercard
 Account Number _____ Exp. Date _____ / _____
 Cardholder's Name _____ Signature _____

PROMOTIONAL OPPORTUNITIES

Promote yourself at the show! Please check out all the items available in the exhibitor kit 3 months prior to the show, or contact Rita Meno at (310) 996-9415 or via email at rita.meno@cancom.com.

Media Tri-Pack: Premier Logo Listing in the Show Directory, a link from the show website to yours, and a Web Product Spotlight!
 An \$925 value for **\$499**

TERMS

The following schedule will determine the required deposit amount, as well as the contracted payment terms. A deposit is required to reserve space; that amount is determined by the contract date corresponding with the schedule below. As a contracted exhibitor, payments are due within 30 days of receipt of the invoice, which will be at the beginning of each interval noted below.

- If the current date is between 24-12 months prior to the show, a 10% deposit/payment is required.
- If the current date is between 12-9 months prior to the show, a 50% deposit/payment is required.
- If the current date is between 9-0 months prior to the show, a 100% deposit/payment is required.

By signing I acknowledge that I am authorized by my employer to enter into this agreement and agree to enclose the deposit, and settle all remaining amounts by the due dates set forth. I agree to abide by the Rules and Regulations as a condition of the allotment of space (see reverse). Cancellation of this contract will result in Management retaining as liquidated damages, and not as penalty, all amounts then paid by (and due from) the exhibiting company up to the time of cancellation.

Signature Required _____ **Date** _____

Please fax or email this application to your Sales Executive.

LICENSE AGREEMENT – EXHIBITION RULES AND REGULATIONS

The exhibitor and its employees and agents, as described on the front of this document, are hereinafter referred to as Exhibitor, and Canon Communications LLC and any subsidiary or licensee described on the front of this document, and the officers, agents and employees of each of them, are hereinafter referred to as Management. This License Agreement together with the Exhibitor Services Manual, as any of such may be amended from time to time, are incorporated in and made a part hereof as though fully set out herein, and Exhibitor agrees to be bound by such in exhibiting its products at the Exhibition.

1. Cancellation, Reduction or Withdrawal Policy. In order to reserve booth space, a non-refundable deposit as set forth on the front of this contract is required. Once Exhibitor's application has been received and the exhibit space has been allocated, Exhibitor is contracted to the exhibit space. The Exhibitor, by giving notice of intention in writing, may cancel from the Exhibition, provided that the Exhibitor shall be liable for and Management shall be entitled to collect and/or retain any sums relating to that part of the Exhibition fees which have already fallen due for payment as stated on the front of this contract at the date such notice of cancellation is received by Management. The Exhibitor must notify Management in writing if the Exhibitor wishes to reduce the size of the Exhibition Space. Management may treat the booking as cancelled if the reduction represents more than half the original space booked or if notification is 90 days or less before the commencement of the Exhibition. Except as stated above, Management will accept notification of reduction to the Exhibition Space and will charge for the remaining space booked on the basis of the proportion between the space remaining and the Exhibition Space originally booked. Management reserves the right to treat the portion of space no longer required as having been cancelled, and dependent on the date of the Exhibitor's written request, the Exhibitor shall remain liable to pay the corresponding percentage of that portion of the total cost attributable to the cancelled space. Management shall decide, in its absolute discretion, which part of the space originally booked has been cancelled and which part remains subject to the booking.

2. Occupancy of Space. Exhibitor must have paid in full before Exhibitor will be permitted to install its display. The actual occupancy of the space taken by Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, Management is authorized to occupy such space or to cause such space to be occupied as Management deems in its absolute discretion without in any way releasing Exhibitor from any liability hereunder. No firm or organization not assigned Exhibit Space will be permitted to solicit business within the Exhibit Areas. Additionally, Management reserves the right to relocate Exhibitor to space other than that initially assigned to maintain overall event objectives as determined solely by Management.

3. Eligible Exhibits. Exhibits will be limited to those parties offering materials, products, or services of specific interest to registrants or compatible with the general character and objectives of the Show, as determined by Management. Management reserves the right to determine the eligibility of any exhibit or product for display. Exhibitor's representatives and distributors must list their participating principals as the Exhibitors of record. Only the sign of Exhibitor may be placed on the booth or in the printed list of Exhibitors of the Exhibition. No exhibits or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the back and side rails of such space.

4. Default. If Exhibitor's booth is not occupied by the time stipulated in the Exhibitor Services Manual for completion of installation of displays, such space may be possessed by Management for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Exhibition rule or regulation, Management may, without notice, terminate this License. In the event of such termination, Management may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licensed and from the Exhibition Hall. In addition, Management shall have the right to collect from Exhibitor on demand the full amount of the fees payable to Management as of the date of termination, as well as the right to pursue any other remedy afforded it by law or in equity.

5. Sub-licensing/Booth Usage. Exhibitor shall not sub-license, assign or otherwise permit any person to occupy Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this License. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of the Management in its absolute discretion shall in all instances be final with regard to use of any exhibit space.

6. Decoration. Management shall have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Management for costs that Exhibitor may incur thereby. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished so as not to be unsightly to Exhibitors in adjoining booths (no logos, no graphics). If such surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if Exhibitor has not started setting up any of its displays by 3:00 p.m. of the day before the opening day of the Exhibition, Management reserves the right to have such displays installed at Exhibitor's expense. All exhibits shall be ready by the opening hour of the Exhibition. Any expense incurred from reconfiguring exhibits to adhere to Management guidelines will be the responsibility of the Exhibitor.

7. Obstruction of Aisles or Booths. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by Management.

8. Booth Representatives. Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives. All booths must be staffed by Exhibitor during all hours the show is open.

9. Exhibitor Conduct. Retail sales are absolutely prohibited during the Exhibition. Infraction of this rule will result in Exhibitor's booth being repossessed by Management. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc. or other sales or sales promotion activities must be conducted by Exhibitor only from within its booth. The distribution of any articles that interfere with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of Management. In no event shall Exhibitor use its booth to promote any other exhibition or conference. Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or any visitor which, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may in its absolute discretion be prohibited by Management.

10. Personnel and Attire. Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other exhibitors and the Exhibition. No scanty or excessively revealing attire will be permitted.

11. Admission. Admission is open to adults affiliated with the industry served by the Exhibition. No person under 18 years of age will be permitted on the Exhibition floor at any time, regardless of affiliation or circumstances. Proof of age will be required. No children, no infants, no strollers, and no back pack carriers are allowed. No exceptions. This rule applies to exhibitors as well as attendees. Management shall have sole control over admission policies at all times.

12. Americans with Disabilities Act (U.S. Events) Exhibitor represents and warrants that its Exhibit Space shall be reasonably accessible and usable by persons with disabilities and that it is in compliance to the extent applicable under regulations implementing Title III of the Americans with Disabilities Act. Exhibitor shall indemnify and hold Management harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Management, its officers, directors, agents or employees on the basis of Exhibitor's breach of this paragraph or noncompliance with any provision of the ADA.

13. Damage to Property. Exhibitor is liable for any damage it causes to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

14. Insurance. Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance.

15. Losses. Management shall not be responsible for loss of or damage to displays or goods belonging to Exhibitor for any reason whatsoever. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the security services during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property with the Exhibition. Exhibitor may furnish additional guards at its own expense through the official security provider. If its exhibit fails to arrive, Exhibitor is nevertheless responsible for the full Exhibit Space cost. Exhibitor is advised to insure against these risks.

16. Union Labor (U.S. Events) Exhibitor shall employ only union labor, as made available by official contractors in the installation and dismantling of its exhibit, and in its operation when required by union agreements. An Exhibitor planning

to build special displays shall employ union display companies in their fabrication, carpentry and electrical work, in such displays which must bear union labels.

17. Special Services. Electricity, gas, water, and other utilities, as well as other special services needed by Exhibitor, are provided only when Exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with city, insurance and other requirements.

18. Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances and Underwriters' Rules. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

19. Safety and Fire Laws. Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention, and public safety while participating in the Exhibition. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Smoking in exhibits is forbidden. Crowding will be restricted and aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.

20. Performance of Music. Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to Management that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Management from any damages or expenses incurred by Management due to Exhibitor's use or authorization of use of such music.

21. Trademarks/Copyright Indemnification. Exhibitor agrees to indemnify, defend and hold Management harmless from and against all losses, damages and costs (including attorneys' fees, expenses and related charges) arising out of or related to claims of infringement against Exhibitor or Management of the trademarks, copyrights and other intellectual property rights of any third party.

22. Photography. Exhibitor is allowed to photograph its exhibit only. The photographic rights for the Exhibition are reserved to Show Management.

23. No Private Functions. Operation of hotel suites for sales or entertainment purposes is strictly prohibited during the open hours of the Exhibition. Further, Exhibitor expressly agrees that it will not, nor will its employees or representatives, conduct official Exhibitor functions in hotel or private rooms during business hours of the Exhibition.

24. Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. Management reserves the right to determine the placement and acceptable sound level of all such devices.

25. Lotteries/Contests/Drawings. The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Management. Raffles or other promotional measures that require guests to be present at a specified location and time are prohibited.

26. Advertisements. All advertisements with signed insertion orders are non-cancellable and non-refundable. In the event of cancellation, Exhibitor shall be responsible for full payment. Management reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by Management. Management has the right to offer new products or positions throughout the show cycle that may not be listed on this License Agreement.

27. Care and Removal of Exhibits. Management will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Services Manual. If Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to Management.

28. Termination of Exhibition. If the premises in which the Exhibition is or is to be conducted shall become, in the absolute discretion of Management, unfit for occupancy, or if the holding of the Exhibition or the performance of Management under the License, of which these rules and regulations are a part, are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, this License and/or the Exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this License and/or the Exhibition (or any part thereof) as aforesaid, then Management may retain such part of Exhibitor's License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof the phrase "cause or causes not reasonably with the control of Management" shall include, but not be limited to: fire; casualty; flood; epidemic; earthquake; explosion or accident; blockage embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state, provincial or Federal laws, ordinances, rules, orders, decrees or regulations, whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.

29. Indemnification; Limitation of Liability. Exhibitor agrees to indemnify and hold harmless Management and the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees), and charges of every kind arising out of or resulting from its execution of this License Agreement or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others including Exhibitor, its agents, employees and invitees. Exhibitor agrees that Management shall not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. Management makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

30. Resolution of Disputes. In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

31. Non-Assignability. This License is non-assignable by Exhibitor, whether by transfer, merger, operation of law or otherwise. Any attempted assignment of this License by Exhibitor shall be null and void and shall constitute a breach, resulting in cancellation and any other remedies.

32. Interest and Collection Fees. Exhibitor agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to Management. Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees, expenses and related charges.

33. Integration of License; Amendments. This License Agreement contains the entire agreement between Management and Exhibitor and supercedes all prior agreements or understandings of any kind, whether written or oral. Any modification or waiver of any provision of this License Agreement must be in writing signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought. If any provision of this License Agreement is held invalid, prohibited or unenforceable for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

34. Governing Law; Forum Selection Clause. This License Agreement is deemed to be entered into in the State of California and any and all disputes, claims or controversies arising hereunder or relating hereto shall be governed by and construed under the laws of the State of California, U.S.A., without regard to the principles or policies of conflicts of laws of such state. Exhibitor consents to the exclusive jurisdiction of the Federal or State courts of the State of California, Los Angeles County, U.S.A. for the resolution of any and all disputes and claims arising out of this License Agreement. Management may, however, enforce its rights in any other proper jurisdictions it may choose. Exhibitor waives any claims due to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the Federal and State courts of the State of California, Los Angeles County, U.S.A.

35. Offset. Management shall have the right to set off against any amount which may be due to Exhibitor from Management, pursuant to this License or otherwise in connection with the Exhibition, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. In addition, Management shall have the right to apply any amounts received from Exhibitor under this Agreement to any other amounts due to Management or its affiliates from Exhibitor or its affiliates.

36. Other Regulations. Management reserves the right to make such changes and/or additions to these regulations as considered advisable for the proper conduct of the Exhibition, with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to the absolute discretion of Management.