

POLYCON 2005 EXHIBIT SPACE APPLICATION/CONTRACT



POLYCON 2005 • Sponsored by the International Cast Polymer Alliance of the American Composites Manufacturers Association
 February 17-19, 2005 • Hyatt Regency Nashville • Nashville, Tennessee, USA

STEP 1 Please select current status: ICPA/ACMA Non-Member (ICPA/ACMA Member must be current on member dues at showtime or prices will automatically revert to Non-Member rate)

STEP 2 Please print legibly or type. The address below is where all correspondence will be sent. Company name will be used in promotional material.

Company Name _____
 Contact Name _____
 Street Address (for courier shipments) _____
 Mailing Address _____
(Please provide both a mailing and a street address. UPS does not deliver to a P.O. Box.)
 City _____ State/Province _____
 Zip/Postal Code _____ Country _____
 Phone _____ Fax _____
 E-mail _____

FOR ICPA/ACMA USE ONLY Date rec'd: _____
 Deposit rec'd: \$ _____
 Form of Payment: _____
 Total Cost: \$ _____
 Assigned Date: _____
 Booth Dimensions: _____
 Booth #: _____
 Total Sq. Ft. _____

L I P

STEP 3 Space requirements and rate structure We wish to reserve a:

Linear Booth 10 feet X _____ feet (10' increments only)
 Island/Peninsula Booth _____ feet X _____ feet
 We will contact you in regards to your booth choice at a later date.

Space Rate	Member Rate	Non-Member Rate
	\$16.50	\$22.00

STEP 4 Payment Schedule If applying for space between:

- February 20, 2004 and October 15, 2004, 50% of the total payment is due with signed contract.
 - After October 15, 2004, 100% of the total payment is due with signed contract.
- You will be invoiced in October 2004 for the balance of the total booth payment.

STEP 5 Payment

Booth size _____ X _____ = _____ sq. ft. at US \$ _____ (see step 3) per sq. ft. = \$ _____

Payment sent with this application \$ _____

Authorized Exhibitor's Signature* _____ Print Name _____ Date _____

**This signature implies that the company is bound by all POLYCON rules, regulations and terms, including the Display Regulations.5*

STEP 6 Payment by check, please make check payable to ICPA (U.S. dollars drawn on a U.S. Bank) and mail to:
 ACMA
 Attn: POLYCON 2005 exhibition
 PO Box 85080, Richmond, VA 23285-4250 USA

No couriers or overnight mail will be accepted at this address.

Wire Transfer Information:

ACMA
 Acct: 205 000 031 0188
 ABA: 056 007 604
 Swift Code: PNBPU33
 First Union Bank
 1300 Wilson Blvd.
 Arlington, VA 22209
 ONLY wire U.S. dollars drawn on a U.S. Bank and include \$50.00 wire transfer charges.

Couriers or overnight mail — send to:

** New address.*
 ACMA
 Attn: POLYCON 2005 Exhibition
 1010 North Glebe Road
 Suite 450
 Arlington, VA 22201
 Phone: 703-525-0511
 Fax: 703-525-0743

For Credit Card payment fill out below:

VISA, MasterCard or American Express accepted
 Please charge: Visa MasterCard American Express

Cardholder Name _____
 Card # _____
 Expiration Date _____ Amount Charged _____
 Signature _____

STEP 7 If possible, we would appreciate NOT being located near the following companies:

- _____
- _____
- _____

POLYCON 2005 TERMS OF APPLICATION

These rules and regulations and the DISPLAY REGULATIONS are a bona fide part of the contract for exhibit space for POLYCON 2005, managed by the International Cast Polymer Alliance of the American Composites Manufacturers Association, hereinafter referred to as Show Management, the Show's sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. POLYCON 2005 serves as a forum for leaders of the composites industry to exchange the latest product information available in a professional atmosphere. Show Management reserves the right to decline, prohibit, deny, access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products and conduct.

Show Management's decision and interpretation shall be accepted as final in all cases.

1. Valid contract for space:

Applicants for exhibit space are required to execute and forward the Exhibit Space Application/Contract to ICPA/ACMA. To be valid, each contract must convey deposits as stated on the Exhibit Space Application/Contract.

2. Space assignment:

Initial booth assignments will be made in accordance with Priority Point System. For contracts submitted after October 17, 2004, the point system will not apply and booth assignments will be made on a first-come, first-served basis.

3. Payment of space:

If applying for space:

- Between February 20, 2004 and October 15, 2004, 50% of the total payment is due with this signed contract.
- After October 15, 2004, 100% of the total payment is due with this signed contract.

You will be invoiced in October 2004 for the balance of the total booth payment.

Space will revert back to Show Management for any outstanding balances.

Any deviations from this provision, including but not limited to acceptance by Show Management of any late payments specified herein, shall not be construed as a waiver of Show Management's rights to cancel exhibitor's contract for such non-compliance, re-assign booth location, take possession of said space without refund or further notification, or otherwise be construed as a modification of any schedule of payments required herein. Further, all payments as stated herein shall be payable at Show Management's principal place of business as stated in this contract.

It is expressly agreed by the exhibitor that if they fail to pay space rental at the times specified above, Show Management shall have the unilateral right to reassign booth location or to take possession of said space, without refund, and lease same or any part thereof, to such parties and upon such terms and conditions as it deems proper.

4. Cancellation, space reductions and refunds:

All cancellations and space reductions must be received in writing. Space assignments shall be deemed acceptable unless rejected seven (7) calendar days from the date appearing on the space confirmation letter sent to each exhibitor. Cancellations and space reductions received in writing through October 15, 2004 will receive a full refund. No refunds will be made for cancellations and space reductions after October 15, 2004 and the exhibitor is fully responsible for the full payment of the space contracted for, regardless of cancellation or reduction.

Failure to appear at the Show does not release exhibitor from responsibility for payment of the full cost of space rental.

In the event of cancellation, space reverts back to Show Management for use at its sole discretion. Show Management's ability to resell the space shall not affect the refund schedule.

5. Qualification for exhibiting/Show objective:

Show Objective: POLYCON 2005 is a trade show providing a marketplace for the cast polymer and solid surface industry. ICPA will determine the appropriateness of products and services, and may prohibit display of products or services that do not meet the show objectives. ICPA request all promotional literature and demonstrations to incorporate the use of proper protective equipment.

6. Use of space, subletting space:

No exhibitor may assign, sublet or apportion his space to or with another business entity or individual. No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of business. Should any item from a non-exhibiting firm be required for operation of a display, identification of such item shall be limited to the regular name plate or trademark under which same is sold in the general course of business.

Sharing space with individuals or companies not officially represented by the contracting exhibitor is strictly prohibited and may result in eviction.

7. Operation of exhibits:

a. **Selling:** Exhibitors may display, provide samples, discuss, explain and demonstrate products or services but may not make any sales which result in the direct exchange of moneys or the use of credit cards in the exhibit hall. However, exhibitors may take orders for products/services for future delivery.

b. An exhibitor who plans to use raffles, lotteries, or games of chance as a merchandising tool requires prior Show Management approval.

c. **Noise and Sound:** Musical instruments, audio equipment, and other noise-making devices or amplifying equipment shall be operated only at a level which will not interfere with other exhibitors. Show Management shall be the sole judge of what constitutes appropriate sound levels.

d. **Music Licensing:** Exhibitors are responsible for all applicable ASCAP/BMI licensing fees.

e. **Demonstrations, distribution of literature, samples, materials and sales activities:** These activities are permitted only within the confines of an exhibitor's rented space. Samples or souvenirs may not be sold and may not be distributed in a manner which in the judgment of the Show Management blocks the aisles or in any way handicaps other exhibitors or impairs the flow of attendees.

f. **Booth representatives:** All representatives, including models or demonstrators must be properly registered, wear badges and be properly and modestly clothed. Scanty or revealing attire is not permitted. So-called "barkers" and "pitchmen" are strictly prohibited. Exhibitor registration will permit entrance to the exhibit hall during move-in, show hours, move-out, and all exhibit hall functions. Exhibitors wishing to attend other business and social functions must purchase appropriate tickets.

8. General regulations and public policy:

Each exhibitor is charged with knowledge of all State, County and City Laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the exposition. Any use of cooking equipment and/or open flame must be approved by the local fire marshal.

No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building.

All booth decorations must meet flame-proofing codes. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment must be Underwriter Laboratory approved. Use of propane and helium balloons is prohibited.

An exhibitor who makes any claim or advertises at POLYCON 2005 in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy may, at the sole discretion of Show Management be required to discontinue such claim or advertising.

9. Exhibitor's authorized representative:

The exhibiting firm assumes responsibility for its authorized representative to follow all Show Management Contract Rules and Regulations and DISPLAY REGULATIONS. Each exhibitor is required to have a single booth contact.

10. Non-liability:

It is expressed, understood and agreed by each and every contracting exhibitor, his agents, and guests that neither the POLYCON 2005 management, nor its employees or contractors shall be liable for loss or damage to the goods or properties of exhibitors. At all times such goods and properties remain in the sole possession, custody and control of each exhibitor.

On signing the Exhibit Space Application/Contract, the exhibitor releases and agrees to defend and to indemnify ICPA/ACMA POLYCON 2005, managers, officers and directors, sponsors, employees and agents, and hold them harmless from any suit or claim including attorneys' fees for property damage or personal injury by whomsoever sustained, including exhibitor and its agents or employees, on or about the exhibitor's display space or arising out of exhibitor's participation in the Show. In the event of show cancellation, due to partial or total destruction of the premises by fire, hurricane, act of God, strikes, authority of law, or any other cause beyond the control of Show Management, Show Management assumes no liability for the loss of business or fulfillment of the contract for space.

Show Management will reimburse the exhibitor pro rata on amounts paid in, less any and all legitimate expenses incurred by Show Management at Show Management's discretion due to show cancellation.

11. Insurance:

The exhibitor agrees to obtain the following insurance coverage and be prepared to furnish a certificate of insurance to Show Management if requested: Comprehensive General Liability Insurance coverage including protective and contractual liability coverage of \$2,000,000 single limit bodily injury and property damage, and Worker's Compensation/Occupational Disease coverage in full compliance with Federal and State laws.

12. Attorney's fees:

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges and expenses including attorneys' fees.

13. Non-waiver:

Show Management shall not be deemed to waive any of its rights unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

14. Use of certain property:

Exhibitor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

15. Americans with Disabilities Act (ADA):

Exhibitors must be in full compliance with the Americans with Disabilities Act.

16. Social functions/special events:

Any social function or special event must be approved by Show Management. Social functions are allowed only during non-exhibit hours and must not conflict with any educational sessions, special events which may be scheduled by Show Management. Exhibitors wishing to hold hospitality functions are requested to coordinate the scheduling of these events with Show Management.

17. Hospitality Suites/Sponsorship

Only POLYCON 2005 exhibitors are permitted to hold hospitality functions in the convention center or official convention hotels.

Only POLYCON 2005 exhibitors qualify to sign up for show management sponsorship opportunities. Non-exhibitors may qualify for premium sponsorship rate, based on show management approval.