

2012 BOOTH SPACE AGREEMENT—TERMS AND CONDITIONS

1. **DEFINITIONS.** The following terms shall have the meanings given below:
 - i. Agreement shall mean the Exhibitor Booth Space Agreement together with (i) these 2012 Booth Space Agreement Terms and Conditions and (ii) the 2012 Display Rules and Regulations, all of which together shall form a single integrated contract.
 - ii. Authority - shall mean Orange County, a political subdivision of the State of Florida.
 - iii. Center - those portions of the Orange County Convention Center licensed by the Authority to the Conference.
 - iv. Conference - The Pittsburgh Conference on Analytical Chemistry and Applied Spectroscopy, a Pennsylvania non-profit corporation.
 - v. Conference Week – March 11, 2012 through and including March 15, 2012.
 - vi. Event - The Pittcon® 2012, exposition of analytical and spectroscopic equipment and materials sponsored by the Conference, scheduled to take place at the Center, March 12 – March 15, 2012 during Conference Week.
 - vii. Event Hours - 9:00 AM to 5:00 PM, Monday, March 12, 2012, to Wednesday, March 14, 2012; and 9:00 AM to 3:00 PM, Thursday March 15, 2012 inclusive, daily, during Conference Week, subject to change on notice.
 - viii. Exhibitor - the entity, its parent corporation, or any subsidiaries on whose behalf the Agreement was executed.
 - ix. Exposition Chairman - the person so appointed and designated by the Conference.
 - x. Space - the booths and/or seminar rooms assigned to the Exhibitor by the Conference. Seminar rooms are available for rental only to exhibitors renting booth space.
 - xi. Term – March 7, 2012 through and including March 17, 2012.

2. **LICENSE.** Subject to the terms of the Agreement, the Conference licenses and will make available to the Exhibitor at the Center, the Space for the Event, Subject to Exhibitor complying with the terms of the Agreement, the Exhibitor is entitled to and shall be able to enjoy quiet possession and use of the Space without interference by the Conference or any other person. The license hereby granted to Exhibitor is subject to the terms of the Conference's License from the Authority.

3. **RESERVATION/CANCELLATION.** To reserve the Space, the Agreement payment as specified on the Booth Space Agreement must be returned to the Conference by August 1, 2011. If not received by this date, the Conference reserves the right to cancel the Agreement. If Exhibitor's total payment is in excess of \$15,000, total payment must be received by November 21, 2011 or Exhibitor will be deemed to have canceled the Agreement. BOTH THE EXHIBITOR AND THE CONFERENCE SPECIFICALLY RECOGNIZE AND ACKNOWLEDGE THAT THE CONFERENCE WILL SUSTAIN CERTAIN LOSSES IF THE EXHIBITOR CANCELS THE AGREEMENT AFTER ITS EXECUTION. EVEN THOUGH THE CONFERENCE WILL EXERCISE ITS BEST EFFORTS TO RESELL EXHIBITOR'S SPACE, THE PARTIES AGREE THAT THE CONFERENCE WILL INCUR SUBSTANTIAL LOSSES THAT CANNOT BE PRECISELY DETERMINED DUE TO THE DIFFICULTY IF NOT IMPOSSIBILITY OF DETERMINING SUCH LOSSES. ACCORDINGLY, EXHIBITOR AGREES TO THE REFUND POLICY SET FORTH ON THE 2012 BOOTH SPACE AGREEMENT.

4. **CONDITION OF CENTER.** Exhibitor understands and agrees that the Conference has only license to use the Center. The Conference is not in any way responsible for the condition or maintenance of the Center. Exhibitor understands and agrees that all of the Exhibitor's personal property of every kind or description which may at any time be in the Center shall be at the Exhibitor's sole risk, or the risk of those claiming under Exhibitor. The Conference and the Authority shall not be liable for any damage to Exhibitor's property or loss suffered by any cause whatsoever including but not limited to water from any source whatsoever or from the bursting, overflowing or leaking of sewers or steam pipes or from heating or plumbing fixtures or from electrical wires or from gas or odors or caused in any other manner whatsoever.

5. **CANCELLATION OF EVENT.** Subject only to the conditions for refund set forth in the Agreement, the Conference shall not be liable in any way for any loss, damage or injury resulting from the cancellation of Event or from temporary or permanent closing for any reason of all or any portion of the Center, unless such cancellation is caused by the willful act of the Conference. The Conference reserves the right to change the location of the Event to other localities or premises. In such event, reasonable prior written notice will be given to Exhibitor. If reasonable prior written notice is given to Exhibitor, Exhibitor waives its right to all damages, expenses, losses or claims of any nature arising out of such change of location.

6. **USE OF SPACE.** During the Event, Exhibitor shall use the Space only for the exhibit or display of equipment and/or materials manufactured, licensed, distributed and/or sold by Exhibitor. **Exhibitor shall not sublet or share the space with any other person or party, except with the prior written consent of the Conference. In no event shall Exhibitor conduct exhibitions, seminars or distribute literature either outside the Center or in any non-rented space within the Center at any time during Conference Week. No exhibitor-sponsored functions should be held outside of the leased exposition**

space during exposition hours without the written permission of the Pittsburgh Conference. Solicitation or advertisement of any type in or outside of the Center (outside of the exhibitor's rented space) by either exhibitor or exhibitor's contractor(s) is strictly prohibited with the exception of approved Pittcon Promotional Opportunities. If the Exhibitor violates this agreement, the Conference may, at its option, remove from the Center Exhibitor's exhibit, including all equipment and/ or materials belonging to Exhibitor. Exhibitor shall pay the reasonable costs of removal without liability on the part of the Conference for any damage, loss or expense of any sort whatsoever.

7. **PERMITS.** The Exhibitor at Exhibitor's sole cost and expense shall obtain all permits required to be obtained from public authorities in connection with the exhibit or other activities of the Exhibitor. The Exhibitor shall duly and punctually observe and comply with all currently effective laws, rules and requirements, orders, directions, ordinances, and regulations of (a) the United States of America, the State of Florida, the County of Orange County, the City of Orlando and the Authority; (b) any department bureau, or agency thereof; (c) the Board of Fire Underwriters; (d) any other board or organization exercising similar functions or powers concerning the exhibit or the activities of the Exhibitor; or (e) any union contracts governing the performance of services with respect to the Center. Exhibitor shall also comply with all requests of the Authority and the Conference with respect to the installation, conduct and disassembly of its exhibit. It is the responsibility of the exhibitor to notify the appropriate state agency when NRC-governed radiation sources are being transported across state borders.

8. **NO CONFERENCE ENDORSEMENT.** The Exhibitor shall not in any way represent that any equipment or material is endorsed or approved in any way by the Conference. Exhibitor shall not use the Conference letterhead, seal or any other trademark or service mark of the Conference in any way for advertising or corporate use, or in any other fashion whatsoever, except with the prior written consent of the Conference.

9. **ASSIGNMENT OF SPACE.** The Conference reserves the right to assign the Space and to regulate the use of the Space or the design and appearance of any booth or seminar room. This assignment designation and regulation shall be at the sole discretion of the Conference.

10. **PROHIBITED CONDUCT.** A. The following practices are not permitted: 1. Distribution of promotional material, samples, catalogs, pamphlets, or advertising, outside of the Exhibitor's Booth Space with the exception of those materials included in the purchase of approved official Pittcon Promotional Opportunities. All Materials for distribution via Promotional Opportunities must be pre-approved by Pittcon marketing personnel. 2. Use of disruptive audio equipment; 3. Use of "golf carts" or other vehicles to transport conferees from booths to seminar rooms; 4. Use of noisy electrical or mechanical equipment; 5. Wearing of unofficial badges, company name plates, etc. except in addition to official Event badge; 6. Entry into another Exhibitor's booth without permission of that Exhibitor; 7. Photographing or examining another Exhibitor's booth without permission of that Exhibitor; 8. Use of balloons; 9. Demonstrations which create an interference with neighboring exhibits or with the normal traffic flow in the aisles; 10. Demonstrations or activities which create a fire, safety or health hazard or which violate the terms of Paragraph 7 above; 11. Any action, practice, or activity, which violates any of the Pittcon 2012 Display Rules and Regulations.

12. The dispensing of popcorn or liquor on the exposition floor. **Please note wine and beer are permitted. For specifics please see the Pittcon 2012 Display Rules & Regulations".** 13. Live animals. B. Any display or conduct by Exhibitor which unnecessarily obstructs neighboring booths or interferes with free passage in the aisles will not be permitted. The Conference reserves the right to force re-arrangement or removal of any exhibit which, in the Exposition Chairman's opinion, does not comply with this requirement or to remove any personnel or exhibit for conduct which violates this requirement. C. Unethical conduct or infraction of rules by the Exhibitor will subject the Exhibitor to dismissal from the Center. This determination shall be at the sole discretion of the Conference. In this event it is agreed that no refund shall be made and further that no demand for redress will be made by the Exhibitor. The Conference agrees to enforce for the benefit of Exhibitor all use and similar restrictions placed upon other exhibitors and shall assign and transfer to Exhibitor all such rights should the Conference fail to enforce them in the event Exhibitor seeks to enforce such rights against any other Exhibitor. Exhibitor agrees to indemnify and hold the Conference harmless with respect to any and all claims, demands, damages, loss or expense, including reasonable attorney's fees, arising or resulting from Exhibitor's enforcement of such claims.

11. **BADGES AND STAFFING OF BOOTH.** All representatives of Exhibitor must prominently wear the official Event badge at all times while in the Center and comply with all other badging and security requirements mandated by the Conference. **During Event Hours, Exhibitor's booth must at all times be staffed by a representative or employee of Exhibitor.** Employees of an Exhibitor Appointed Independent Labor Contractor are not permitted to wear exhibitor badges. Exhibitor may only badge their own employees, representatives of the company and/or distributors. Exhibitors will be held responsible for the behavior of anyone who registers as one of these categories.

12. **INDEMNIFICATION AND HOLD HARMLESS.** Exhibitor covenants and agrees that it will protect, save and keep the Conference and the Authority forever harmless and indemnified against and from (i) any penalty, damage or charges including

reasonable attorney's fees imposed for violation of any law or ordinance occasioned by the act or neglect of Exhibitor or those holding under Exhibitor, (ii) all claims, loss, liability, judgment, cost, damage or expense including all reasonable attorney's fees arising out of or from any accident or other occurrence causing injury or death to any person or damage to any property on or about the Center occasioned by any act, omission or negligence of Exhibitor, its employees, representatives, agents and those persons attending the Event at the specific request or invitation of Exhibitor, and (iii) all claims, losses, liability, judgment, cost, damage or expense including reasonable attorney's fees, arising out of or occasioned by any failure of Exhibitor in any respect to comply with and perform all the requirements and provisions of this Contract.

13. EXHIBITOR'S OWN RISK. Please refer to Item #4 above. Exhibitor agrees to place and maintain at Exhibitor's own expense adequate insurance to cover all personal property placed by Exhibitor in the Center. Exhibitor covenants and agrees to indemnify and hold the Conference and the Authority harmless from any injury to or death of Exhibitor, Exhibitor's agents, employees or those persons attending the Event at the specific request or invitation of Exhibitor resulting from or arising out of Exhibitor's use of the Center except that attributable to the negligence or willful misconduct of the Conference.

14. PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET. Exhibitor agrees to hold the Conference and the Authority, their agents and employees, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability, expenses and costs including reasonable attorney's fees arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent, trademark, copyright or trade secret rights or privileges.

15. DAMAGE TO CENTER. The Exhibitor shall be responsible for any and all reasonable costs to be paid to the Authority to restore any damage to the Space or the Center caused by the Exhibitor's personnel and employees. The Exhibitor is also responsible for any damages or expense if, because of the act or neglect of Exhibitor's agents or employees, Exhibitor fails to vacate the Center by 8:00 PM on March 18, 2012.

16. MAILING LIST. The Exhibitor agrees to use the Conference mailing list **only** for Exhibitor's corporate use.

17. SECURITY. The Conference does not warrant nor guarantee the presence of guards at any particular time or place in the Center. The Conference shall have no duty or obligation to safeguard or insure Exhibitor's property or personnel and by its execution of the Agreement, Exhibitor understands and agrees that Exhibitor is solely responsible for protecting and securing its property and personnel. Exhibitor must obtain a blanket rider (portal-to-portal or other "extraterritorial" insurance) to protect its property, personnel and visitors, both during the Event and in transit to and from the Event against loss of any kind including, but not limited to, fire, damage or theft. Neither the Authority's nor the Conference's liability insurance covers Exhibitor's property, personnel or visitors against loss, damage or injury and the Conference is not liable or responsible for any such loss or damage. Small equipment or supplies should be safeguarded against theft before, during and after the Event by tamper-proof attachment displays, locked storage or other appropriate means. Exhibitors are responsible for their own material. If constant surveillance of exhibit equipment or supplies is necessary, Exhibitors must make their own arrangements for security.

18. INSURANCE. Each Exhibitor shall provide the Conference with a certificate of insurance evidencing that during the Term, Exhibitor will have in full force and effect a comprehensive general liability insurance policy also containing contractual liability insurance and covering claims of bodily injury, death and property damage arising out of Exhibitor's operations, assumed liability or use of the Space and Center, with a combined single limit of at least \$1,000,000.00. Exhibitor's insurance must provide that it is primary coverage for all risks. If Exhibitor cannot obtain this insurance, Exhibitor must sign and return the "WAIVER AND RELEASE." Exhibitor will not be permitted to enter the Center or use the Space unless the certificate or waiver is delivered to the Conference.

19. CONTRACTORS. The Conference will designate various official contractors for such services as installation and dismantling, drayage, decorations and photography. Exhibitor is free to contract with non-official contractors, however, no non-official contractor will be permitted access to the Center or the Space until such non-official contractor has delivered to the Conference a certificate of insurance naming the Conference as additional insured and evidencing that such non-official contractor has in place a comprehensive general liability insurance policy covering claims of bodily injury, death and property damage arising out of the non-official contractor's operations at the Center or in the Space and having a combined single limit of at least \$1,000,000.00. No solicitation of business by any non-official contractor will be permitted in the Center.

20. MISCELLANEOUS. A. Agreement shall not become effective until executed for the Conference by the Exposition Chairman and shall be deemed made in the City of Pittsburgh, Pennsylvania. No modifications or amendments to Agreement are binding



on the Conference unless specially accepted in writing by the Exposition Chairman. The laws of the State of Pennsylvania shall control the interpretation of the Agreement. The person executing Agreement on behalf of Exhibitor hereby warrants that he/she has authority to do so and that the Exhibitor is bound hereby. B. The Conference reserves the right to reject any Agreement from any Exhibitor who the Conference determines, in its sole and unreviewable discretion, will not be exhibiting equipment or materials relevant to the Event, or who the Conference determines sponsors or produces a trade show or exposition in competition with the Event.