



APWA

SUSTAINABILITY

in public works conference

2010 APWA Sustainability in Public Works Conference Exhibit Contract, Rules & Regulations

Conference Location & Dates:

June 8 – 10, 2010
Hilton Minneapolis
Minneapolis, Minnesota

Table Top Display Rental Fee: \$650.00

Fees listed above are in U.S. dollars. All payments to APWA must be in U.S. dollars. Table Top Exhibits will be sold on a first-come, first-served basis.

Exhibit Rules & Regulations

Please read through all of the Exhibit Rules & Regulations included in the contract section. The Rules & Regulations constitute a part of, and are included in, every contract to exhibit.

2010 Exhibit Dates and Hours

Hours subject to change

June 8, 2010

6:30pm-8:00pm Welcome Reception

June 9, 2010

7:30-8:30am Continental Breakfast

9:30-10:30am Break

11:30am – 1:00pm Lunch

3:15-4:00pm Break

June 10, 2010

7:30-8:30am Continental Breakfast

9:30-10:30am Break & Prize Drawing

11:30am-1:00pm Lunch

Exhibitor Set-up

Tuesday, June 8, 2010

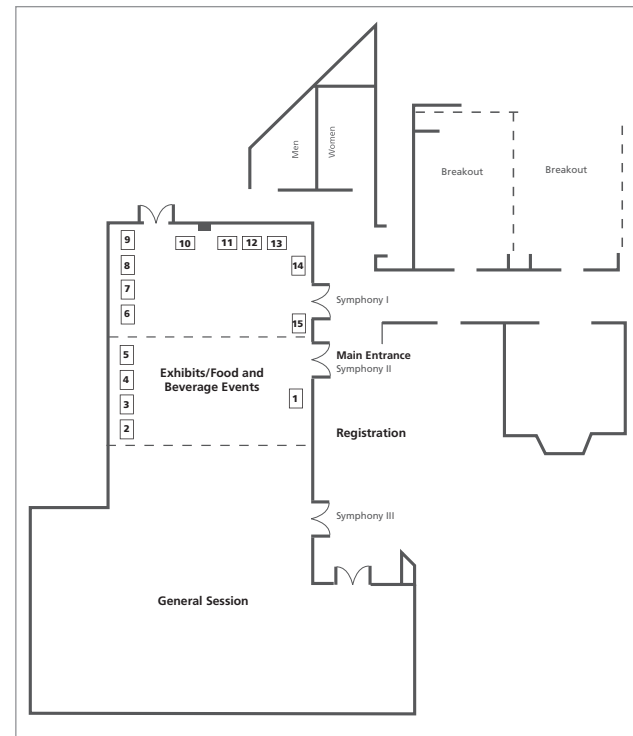
12:00noon – 5:00pm

Exhibitor Move-out

Thursday, June 10, 2010

1:00-5:00pm

Hilton Minneapolis Second Floor Meeting Space



1. Oertel Architects, LTD.
2. Short Elliot Hendrickson (SEH)
3. CartéGraph Systems
4. Bucket Bagger
5. Unique Paving Materials Corp.
6. Gallagher Asphalt Corp.
7. Transpo Industries, Inc.
9. Portland Cement Association
10. Plug-In Vehicles
11. Avolve Software Corp.
14. CUES
15. Falcon Road Maintenance Equipment

RULES & REGULATIONS

APWA. "APWA" means the American Public Works Association Show Management as specified in the Contract, Rules and Regulations, and its directors, officers, agents, employees and members authorized to act for it in the promotion and management of the Conference and Exhibition.

Exhibitor. The word "Exhibitor" means the Exhibitor as specified in the Contract, its directors, officers, agents, employees, members and any other representative authorized to act in connection with participation in the Exhibit.

EXHIBIT REGULATIONS

1. A table top is a standard (6'x30") table with a skirt and draped cloth, and two chairs, which will be supplied by the hotel.
2. Exhibiting companies may contract for only one table.
3. Due to limited space, submission of an Exhibit contract does not guarantee a space. Exhibits will be accepted on a first-come-first-served basis based upon receipt of payment until all the spaces are filled. All confirmed exhibitors will be sent an Exhibit confirmation letter in advance of the conference. The Exhibit confirmation will be sent to the Exhibitor Contact listed on the contract form and will include your company's table number and shipping information.
4. Table Top Displays:
 - A. Permitted on Table Top Displays:
 - a. Educational sales literature.
 - b. Sample of products.
 - c. Displays that fit on top of the table. Maximum size allowed for these displays is 2 feet above the table. No materials will be placed behind or in front of the table.
 - d. Video equipment placed on table must be no higher than 2 feet.
 - B. Prohibited from Table Top Displays:
 - a. Free standing floor displays.
 - b. Displays that are higher than two feet above the table or obstruct the view of adjoining exhibits. Any materials placed behind or in front of the table.
 - c. Mechanical, electrical or other devices, which produce sound that prove disturbing to other exhibitors.
 - d. Any special illumination must be indirect and completely shielded so as to eliminate glare and interference with other exhibitors and guests.
 - e. No helium balloons may be used as decoration, or inflated to distribute to attendees or guests by exhibitors.
 - f. No flammable fluids, substances, or materials of such nature, including decorative materials, may be used at any table top display. No hazardous displays or demonstrations will be permitted and no hazardous materials will be permitted in the exhibit area.
5. All materials used must be constructed of flameproof material, or treated with an approved flame proofing solution. The use of open flames, such as lanterns and candles, is prohibited.
6. APWA reserves the right to require modification to or removal of questionable exhibits. Any variation from these display regulations must be approved in writing by APWA.

ARRANGEMENT OF THE EXHIBITS:

In the event of conflicts regarding space requests, or conditions beyond its control, APWA reserves the right to revise the floor plan, including the relocation of any and all previously assigned booths. The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each table top exhibits are believed to be accurate but only warranted to be approximate.

OPERATION RESTRICTIONS:

1. Exhibitors must confine their activities to their contracted space.
2. Exhibitors may not use projection devices to project marketing text, images or other content onto walls or other surfaces outside of their display.
3. Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own display.
4. APWA reserves the right to withhold or withdraw permission to distribute gifts, souvenirs, advertising giveaways or other materials it considers objectionable.
5. Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.
6. Exhibitors using music at their display either live or mechanical, must provide APWA with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to APWA that no such license is required due to exemption under 17 U.S.C. 110 (5) or other specified exemption. Further, should Exhibitor

play music, Exhibitor agrees to indemnify and hold APWA harmless from any action brought against APWA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.

7. Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor.
8. Exhibitors must comply with all safety provisions as required by the Facility and Fire Marshall.
9. The laws of the State of Missouri shall govern the construction, interpretation and enforcement of this agreement.
10. Exhibitors must display only products and services manufactured or distributed by their company.
11. Exhibiting companies will be permitted to operate hospitality suites with prior approval from APWA Show Management. Hospitality suites may not be open during show hours.
12. Direct sales activities are not allowed at an APWA exhibition or tradeshow. The American Public Works Association (APWA) is a nonprofit 501 (c) (3) organization. Exhibitions and tradeshow of 501 (c) (3) non-profit organizations are conducted for the purpose of furthering the organization's educational purposes and enhancing the professionalism of its members and general public. Direct sales activities at a 501 (c) (3) organization's exhibition or tradeshow may jeopardize the non-profit status of that organization or have other tax implications.
13. No exhibitor may offer or distribute any publication or other material created through the offering of the sale of advertising to exhibitors or other public works related

organizations not in attendance at the exhibition or tradeshow, with the express intent that such publication or material would be distributed or be made available at any APWA exhibition or tradeshow.

14. APWA shall have the right to determine and specify what vendors will be permitted to provide services and products to the exhibitors at its exhibitions and tradeshow. No exhibitor shall have the right to hand out any information that purports to be, or can in any way be construed as being related to the APWA show or exhibit, or that provides a product or service to any other exhibitor, without first obtaining APWA's written permission.
15. Any firm or organization NOT officially assigned space in the exposition will NOT be permitted to engage in any activities within the exhibit area.

CARE OF BUILDING AND EQUIPMENT:

Exhibitors and their agents shall not injure or deface the walls, floors or any part of the hotel or any display materials and equipment of another exhibitor, contractor, Show Management, or APWA. When such damage appears, the exhibitor causing such damage is liable to the owner of the property so damaged. The distribution of peel-off labels or decals is prohibited. Tape may not be used to adhere signs to any of the building's walls, pillars, or floors.

CANCELLATION:

The Exhibitor specifically recognizes and agrees that APWA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising,

credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate APWA for APWA losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of APWA assigned booth space. All cancellations will be assessed a \$75 processing fee in addition to following schedule:

CANCELLATION DURING THE PERIOD OF: ASSESSMENT:

Thru January 8, 2010	0%
January 9, 2010 – March 7, 2010	50%
March 8, 2010 or after	100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after March 8, 2010. Failure to make full payment of rental fee on exhibit space by March 8, 2010 on a Contract filed prior to, or on, that date will subject Exhibitor to Cancellation of Contract by APWA, forfeiture of payments made and liability for balance due. If booth space is not occupied by 3:00pm on June 8, 2010, APWA shall have the right to use the space. Reletting by APWA of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment. Exhibitors and APWA shall have no further obligations to each other in the event of cancellation of the conference due to fire, strikes, other Force Majeure, acts of God, war, government regulations, threats or acts of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the party's control making it inadvisable, illegal or which materially affects a party's ability to perform its obligation under this contract. APWA will determine if there is any basis for a refund of any portion of the exhibitor fees. In the event a refund is to be made, APWA shall determine the equitable basis for such refund and its decision shall be final.

EXHIBIT HOURS:

all hours subject to change

Tuesday, June 8, 2010 6:30-8:00pm

Wednesday, June 9, 2010 7:30am – 4:00pm

Thursday, June 10, 2010 7:30am – 1:00pm

MOVE-IN / MOVE-OUT HOURS:

all hours subject to change

Move-in: Tuesday, June 8, 2010

12 noon – 5:00pm

Move-out: Thursday, June 10, 2010

1:00pm – 5:00pm

UNION LABOR:

Exhibitor is required to observe and comply with all union regulations for the State or Province in which the event is being held, as well as contracts with the facility in which the event is taking place, official service contractors and union labor organizations. Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

AMERICANS WITH DISABILITIES ACT:

Disability Provisions: Exhibitor represents and warrants (a) that its exhibit will be accessible to the full extent required by law, (b) that its exhibit will comply with the Americans with Disabilities Act ("ADA") and with any regulations implemented by the ADA including, but not limited to: 36" pathways, ramp capabilities for raised or lowered flooring, and installation of tightly woven carpeting less than 1/2" thick to facilitate wheelchair movement and (c) that it shall indemnify and hold Show Management harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against Show Management, its officers, directors, agents or staff on the basis of the exhibitors breach of this paragraph or noncompliance with any of the provisions of the ADA.

PRODUCTS & SERVICES TO BE EXHIBITED:

Products and services to be exhibited must meet the standards of generally accepted public works practices and professionalism. In the event of disagreement, APWA Show Management's decision shall be final.

LIABILITY

Each exhibitor and its directors, officers, members, employees and agents will indemnify and hold harmless the American Public Works Association (APWA), its directors, officers, agents, members and employees from and against any and all demands, claims, fines, penalties, liabilities, judgments, and expenses (including attorney fees and court costs) for all loss, theft, damage, or destruction of goods and any property; from any injury to persons or property of the exhibitor or its directors, officers, members, employees or agents while in or around the show quarters; from any damage, including any damage to the exhibition or its agents by reason of the failure to provide space for the exhibit or the removal of the exhibit; from any action of any nature whether or not arising out of negligence or willful misconduct of APWA Show Management or its directors, officers, members, employees or agents; or for APWA's failure to hold the Conference or Exhibition as scheduled.

INSURANCE

Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Commercial General Liability Insurance with a \$1,000,000.00 combined single limit for bodily injury, accident, and property damage combined per incident. Each exhibitor should check with their insurance carrier to request a certificate. Certificates of insurance should be submitted to APWA no later than 30 days prior to the first day of exhibits, Please mail certificates to: APWA, attn: Anne Allen, 2345 Grand Blvd. Ste 700, Kansas City, MO 64108.

ADMISSIONS:

All persons visiting the exhibits will be admitted according to the Rules and Regulations of the Exhibits as issued or amended by the authorized representative of APWA.

PROGRAM & SHOWGUIDE

APWA reserves the right to produce the only trade show guide, exhibitor list, and exhibition area guide to be permitted in the exhibit area and on the tradeshow floor. If advertising is included in such a publication, each exhibitor will be offered the opportunity for an advertisement insert and APWA will distribute the official trade show guide to each registrant as part of the registration packet. Exhibitors will be listed in the final conference program and/or trade show guide (for applications received prior to the published cut-off date).

RULES & REGULATIONS

Exhibitors will abide by all other provisions of these Rules and Regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by APWA are hereby made an integral part of the Contract and of the agreement between Applicant and APWA for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

These rules and regulations are intended to promote a successful and safe show. APWA, whose decisions shall be final, shall have the right to enforce the rules and regulations and amend them, without notice, from time to time. Exhibitors and/or their agents who fail to observe these regulations will be considered in violation of APWA policy and will be subject to removal from the Exhibit and Conference without recourse and no right of refund of exhibit fees paid to APWA.



2010 APWA Sustainability in Public Works Conference

CONTRACT FOR EXHIBIT SPACE

The undersigned is a duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the American Public Works Association (hereinafter called "APWA") for exhibit space at the 2010 APWA Sustainability in Public Works Conference on June 8-10, 2010, Hilton Minneapolis (hereinafter called "Facility"). This contract is subject to (1) the acceptance by counter signature of APWA's Show Management; (2) the floor plan of exhibits; and (3) such additional terms, rules and regulations which constitute a part of, or are included in, this contract. Reservation of exhibit space by APWA on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representation, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon APWA. The EXHIBITOR further agrees that if, in the opinion of APWA, it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

- A. TABLE TOP EXHIBIT RENTAL FEE: The rental fee for table top display space is \$650.00 US dollars. Fee includes: exhibit display space with 1 skirted 6'x30", 2 chairs and an exhibit identification sign. Exhibit area will not have pipe and drape.
- B. PAYMENT TERMS: Complete payment must be received by APWA within 30 days of contract, or space is subject to release. Failure to make payment by said

dates does not release the contractual or financial obligation on the part of the Exhibitor. Any contract received after March 8, 2010 must be accompanied by full payment. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable", to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. Exhibiting companies that also advertise in The Reporter, the official magazine of APWA, or on the APWA website are expected to maintain their account in satisfactory status. Failure to do so will result in the revocation of your right to exhibit at this event. Should your account not be in good standing, all deposits paid towards the exhibit space will be retained by APWA. Accounts more than forty-five (45) days delinquent are not considered to be in satisfactory status. Please make checks payable to: APWA and send payment to American Public Works Association, PO Box 802-296, Kansas City, MO 64180-2296 with a signed contract. A copy of this contract will be returned to you upon acceptance. Or fax with credit card payment to (816) 472-1610.

- C. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing by certified mail (to APWA, attn: Meetings Department, 2345 Grand Blvd., Ste. 700, Kansas City, MO 64108), and will be obligated to pay to APWA liquidated damages based on the schedule listed in attached rules and regulations. All cancellations will be assessed a \$75 processing fee.

D. TABLE TOP EXHIBIT SPACE:

Table Number Choices:

1st _____ 2nd _____ 3rd _____

Total Cost: \$ _____ *Check Payments Must Be In US Dollars.*

Credit Card Payment: *Fax credit card payments to: 816-472-1610*

- Mastercard
- Visa
- American Express

Amount: \$650.00 US Dollars

Credit Card Number _____

Expiration Date ____/____/____

Authorized Signature _____

Name as it Appears on Card _____

E. IDENTIFY ANY COMPANIES YOU DO NOT WISH TO BE LOCATED NEXT TO:

F. PRODUCTS TO BE DISPLAYED:

G. ACCEPTANCE AS BINDING CONTRACT:

Company

Address

City/State/Zip

Name

Title

Telephone

Fax

Email

Website

X

Signature/Date

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this contract on behalf of named Exhibitor.

READ THIS ENTIRE CONTRACT
ALL RULES AND REGULATIONS ARE LEGALLY BINDING