EXHIBITOR CONTRACT

Rev 05/1/2009

SIMA 13th Annual
Snow & Ice Symposium
Providence, RI
June 23-26, 2010

Applicant Information
(Please Print or Type All Information)
(As it should appear in print)

Name of Exhibiting Company _____

Pre-Show Contact Name _____

Title _____

Mailing Address _____

City _____

State / Province _____ Zip / Postal Code _____

Phone _____ Fax _____

E-mail _____

Website _____

Sales Contact Name _____

Sales Contact Phone _____

Sales Contact Email _____

Description of Products / Services to be displayed

_____

Minimum booth size is 10'x10' and includes 8' high rear drape, 3' high side drapes, & one identification sign. If an island booth; you will be provided with one identification sign. Aisles will be carpeted.

Size of booth required _____ft. x _____ft. (_____sq. ft)

❑ Inline ❑ Island ❑ Peninsula ❑ Corner

Booth number(s) desired in order of preference*:
*For contracts received after 12/31/09, SIMA reserves the right to assign booth space as needed to optimize floor plan for maximum traffic flow.

1st _____ 2nd _____ 3rd _____ 4th _____

Companies we **DO NOT** wish to exhibit near: _____

_____

Companies we **WOULD LIKE** to exhibit near: _____

_____

By providing your fax number & e-mail on this contract, you agree to receive general show communications & advertisement from show management, from its representatives and from official show vendors about current and future events, and also about other media which may be of interest to businesses and individual participants in your industry.

These terms & conditions are an integral part of this agreement which, when accepted, represents a binding commitment for the applicant to exhibit at this symposium and for Snow & Ice Management to provide booth space. Applicant agrees to abide by the terms & conditions stated on both sides of this contract.

I have read over the entire contract & will furnish SIMA with all materials they need from me in accordance to this contract.

Authorized Signature _____

Print Name _____ Date _____

**Any pictures taken on Trade Show Floor or in Sessions MUST be published with 13th Annual Snow & Ice Symposium.

Pricing Information

See #1 on page 2 for payment terms & conditions

SIMA Member Pricing:
$16.00 per sq. ft. up to 300 sq. ft.
$14.00 per sq. ft. over 300 sq. ft.

SIMA Non-Member Pricing:
$18.00 per sq. ft. up to 300 sq. ft.
$16.00 per sq. ft. over 300 sq. ft.

Total Amount Due	**$** _____
Industry Awards	**$ + 50.00**
2009 Discount*	**$ -** _____
Total Due	**$** _____
Deposit Due (50%)	**$** _____

❑ **I am interested in more information regarding marketing opportunities at the Symposium.**

*2009 Discount: $100 off exhibit booth up to 300 sq. ft. $200 off exhibit booth over 300 sq. ft. **You must return this contract by 7/30/09 to receive the discount.**

Payment

❑ VISA ❑ MasterCard ❑ Am. Ex.

❑ Check: Payable to SIMA

CC# _____

Exp. Date _____ CVV# _____

Name on Card _____

Billing Address _____

Signature _____

Fax Contracts & Show Insurance to 414-375-1945
Mail check payments w/ Contracts to:
SIMA
7670 N. Port Washington Rd., Suite 105
Milwaukee, WI 53217

For Office Use Only

Deposit Information

Check # _____ Amt. _____ Date _____

CC amount _____ Date _____

Entered in Master ❑ By _____

Final Payment Information

Check # _____ Amt. _____ Date _____

CC amount _____ Date _____

Entered in Master ❑ By _____

Priority Points _____

Booth # Assigned @ Deposit _____

Final Booth # if changes made _____

Acceptance Signature _____

Date Accepted _____

Snow & Ice Management Association is referred to herein as "Management". "Exhibitor" refers to the applicant indicated on the front of this contract.

1. Payment & Terms

For contracts signed by July 30, 2009, a 50% deposit of the contracted amount is due by July 30, 2009. The remaining balance is due by March 6, 2010. Exhibitor's failure to pay the 50% deposit by July 30, 2009 will eliminate the exhibitor's priority point status and the 2009 discount.

August 1, 2009-December 31, 2009, a 50% deposit of the contracted amount is due by December 31, 2009. The remaining balance is due by March 5, 2010. Management reserves the right to reassign booth space if the Exhibitor does not pay the 50% deposit by December 31, 2009.

January 1, 2010-March 5, 2010, a 50% deposit of the contracted amount is due with the contract. The remaining balance is due by March 5, 2010. Space will not be confirmed until the Exhibitor pays the 50% deposit.

March 6, 2010-June 23, 2010, the full contracted amount is due with the signed contract. Space will not be confirmed until the Exhibitor pays the full contracted amount due.

Management reserves the right to reassign the exhibitor's booth space if full payment is not received by March 5, 2010.

2. Cancellation Policy

In the event of total or partial cancellation (space size reduction) by exhibitor on or BEFORE **March 5, 2010** a refund of paid amount will be reimbursed, if applicable, less a $25 processing fee. In the event of total or partial cancellation (space size reduction) **AFTER Friday March 5, 2010** there will be NO REFUNDS.

3. Space Assignments

Priority Points are awarded to past SIMA exhibitors & sponsors and advertisers of *Snow Business* Magazine. BOOTH ASSIGNMENTS WILL BE ISSUED TO PRIORITY POINTS VENDORS WHO HAVE THEIR APPLICATIONS IN BY **July 30, 2009**. After that date, booths will be assigned on a first come, first serve basis. For contracts received after **December 31, 2009**, management reserves the right to assign booth space as needed to optimize floor plan for maximum traffic flow. Management will endeavor to make booth assignments in keeping with Exhibitor's requests set forth on the front of this contract. However, management reserves the right to make the final determination of all space assignments. Management shall have no liability for its failure or inability to comply with exhibitor's requests, and exhibitor shall have no right to cancel this contract because of management's failure to comply with exhibitor's requests.

4. Licenses & Permits

Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the trade show. Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the exposition. EXHIBITOR IS NOT PERMITTED TO MAKE SALES AT ITS BOOTH SPACE UNLESS IT HAS OBTAINED AND DISPLAYS A SALES TAX AUTHORIZATION AS REQUIRED BY LOCAL LAW.

5. Liability and Insurance

In addition to property insurance described in (13), exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of comprehensive commercial general liability insurance and contractual liability insurance insuring and specifically referring to contractual liability in an amount not less than $1,000,000 combined single limit for personal injury and property damage.

EXHIBITOR MUST PROVIDE SIMA MANAGEMENT WITH A CERTIFICATE OF INSURANCE, NAMING SIMA AS ADDITIONAL INSURED OVER THE DATES OF THE SHOW (JUNE 23-26, 2010) BY **APRIL 2, 2010.** MANAGEMENT RESERVES THE RIGHT TO PROHIBIT EXHIBITOR FROM SETTING UP OR OPERATING ITS BOOTH WITHOUT HAVING PROVIDED A CERTIFICATE OF INSURANCE.

6. Exhibitor Badges

(2) Exhibitor badges will be supplied by management for exhibit personnel to man the booth up to 200 sq.ft.. One (1) additional exhibitor only badge may be given per exhibitor per 100 sq. ft. of space. If additional personnel is required to properly manage the exhibitor booth a charge of $20 per badge will be charged. These must be worn at all times while in the show building and exhibit area and are required for entry into the show. Exhibitor badges are to be worn by only those company representatives who will staff the booth. **Names for exhibitor badges are due by Friday, June 4, 2010.**

7. Installation and Removal

Exhibitor must install its exhibit before the opening of the exposition. The exhibit must be dismantled and removed immediately after the exposition's close and in all events prior to the established dismantlement cutoff time announced in the exhibitor manual. Anything not removed by the dismantlement cutoff time will be discarded at exhibitor's cost. EXHIBITOR SHALL NOT DISMANTLE ITS EXHIBIT PRIOR TO THE EXPOSITION'S CLOSE.

8. Exhibit Content

The exposition is designed to provide a showcase for goods and services either specifically designed for or customarily used by the industry the exposition serves. Exhibitor may not display or promote any goods or services other than its own goods and services of the kind described on the front of this contract unless exhibitor provides the additional company contact information for management use in after show print materials necessary. A company representative must also be present in the booth. Management reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of Management, compatible with the general character and objectives of the exposition.

9. Fire, Safety and Health

Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health.

10. Exhibit Rules and Regulations

Exhibitor will be provided with an exhibitor manual no later than 60 days prior to the opening of the show. The exhibitor manual and all rules and regulations included therein will become part of this contract. The exhibitor manual describes the type and arrangement of exhibit space, the standard equipment provided by management's decorator and rules governing the construction of displays. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the exhibitor manual. If in the sole opinion of management, any exhibit fails to conform to the exhibitor manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

Any questions concerning the rules and regulations should be directed to management. Management reserves the right to require an exhibitor to alter the exhibit before or during the show as management deems to be in the best interests of the show. Such changes shall be made at exhibitor's expense and are subject to the approval of management.

11. Photography

Photographs taken by management or a company represented by or hired by management may be utilized in anyway the management sees fit that relates to the exposition in print material at no cost to the exhibitor. In no way does this mean that management is sponsoring the exhibitor. The photographs are the property of management and if the exhibitor wishes a copy then it must be submitted in the form of writing and no unreasonable request will be denied. **Any pictures taken on Trade Show Floor or in Sessions by any exhibitor or attendee MUST be published with 13th Annual Snow & Ice Symposium.

12. Exhibitor's Authorized Representative

Exhibitor must designate one person as its representative in connection with installation, operation and removal of its exhibit. The designated representative shall be authorized to enter into exhibition service contracts and for which exhibitor shall be responsible. The designated representative must be in attendance throughout all exposition periods; and representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

13. Property Loss or Damage

Management shall not be responsible for any loss of or damage to any property of exhibitor or of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees. All of exhibitor's property remains under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall.

Neither management nor its service contractors, nor the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the loss of or damage to property of exhibitor or of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees from theft, fire, accident, vandalism or any other cause, and exhibitor expressly waives and releases any claim or demand against any of them by reason of any damage to or loss of any property. Exhibitor shall be solely responsible for the loss of or damage to any property of exhibitor's personnel, including but not limited to exhibitor's booth personnel and representatives, models, demonstrators and actors. Accordingly, it is exhibitor's responsibility to secure its own insurance or otherwise protect itself and its property and the property of its booth personnel, represenatives, agents, employees, contractors, patrons, guests, licensee or invitees against loss or damage.

14. No Assignment or "Subletting" of Space

Exhibitor may not assign this contract and may not permit or "sublet" all or any part of its assigned booth space to be used by any other business or firm, **UNLESS** management has given prior written approval. Any such assignment, permission or "sublease" without management's prior written approval shall be null and void.

15. Labor

Exhibitor shall observe all contracts in effect between management, service contractors, exposition facilities and the labor organizations involved.

16. Indemnification

Exhibitor agrees to defend, indemnify and hold harmless management (and the exhibition facility management) from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judges recovered from or asserted against management (or the exhibition facility management) on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either prominately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of exhibitor (or of any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees, or of any other persons entering in or about the exhibitor's booth space with the express or implied permission of exhibitor), or when any such injury or damage is the result, proximate or remote, of the violation by exhibitor (or of any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees) of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the operation or use of exhibitor's booth space. Such indemnification by the exhibitor shall be effective unless such damage or injury results from the gross negligence or willful misconduct of management. Exhibitor covenants and agrees that in case management (or the exhibition facility management) shall be made a party to any litigation commenced by or against exhibitor or relating to this contract or to exhibitor's booth space or of any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees, then exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon management (or upon the exhibition facility management) by virtue of any litigation.

17. Disputes with Contractors, Unions, Other exhibitors, etc.

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, or concerning the interpretation of the rules and regulations, the actions or decisions concerning this dispute or disagreement by management intended to resolve the dispute or disagreement shall be final and binding on exhibitor.

18. Acceptance of this Contract

This exhibit application/contract does not become a binding contract until management has issued a written confirmation of acceptance. The receipt and deposit of exhibitor's payment accompanying the application for space does not constitute acceptance of a contract.

19. Integration

This contract contains the entire agreement between management and exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

20. Choice of Law and Forum

This contract shall be governed by the laws of the State of Pennsylvania. Any action commenced by exhibitor arising out of or relating to this agreement, or arising out of or relating to the exposition, shall be brought solely in the courts of Pennsylvania unless management consents to another forum. Exhibitor consents to the jurisdiction of the the courts of Pennsylvania for the resolution of any arising out of or relating to this agreement, or arising out of or relating to the exposition.

21. Security

Management will employ reputable guards for the duration of the exhibition and will take reasonable precautions to safeguard exhibitor's property. However, management assumes no liability for loss or damages, howsoever caused, of goods, exhibits, or other materials owned, rented or leased by exhibitor.

22. Other Rules & Regulations

Management reserves the right to change the rules and regulations, and to make additional rules and regulations as it deems to be in the best interests of the exposition. Management shall have sole power to interpret, amend and enforce rules and regulations.