

APPLICATION AND CONTRACT **NoiseCon 2008**

for
**Exhibit space at the Exposition at the Hyatt Regency Dearborn, Dearborn, Michigan USA
July 28-29, 2008**

Exposition Management: NoiseCon 2008, Richard J. Peppin, c/o Scantek, Inc., 7060 Oakland Mills Rd Suite L, Columbia, MD 21046 USA
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Ladies and Gentlemen:

Application is hereby made to the Institute of Noise Control Engineering of the USA for exhibit space at the NoiseCon 2008 exposition to be held at the Hyatt Regency, Dearborn, Michigan.

This application, when properly executed by the exhibitor and accepted in writing by the Exhibition Management, shall be considered a binding agreement between the two parties, henceforth to become subject to the Regulations and Contract Provisions presented herewith.

COST OF EXHIBIT SPACE

Booth rental rate is \$2,150 USD for an 8' x 10' booth. \$100 discount if paid before March 1st, 2008 and \$2,350 USD if paid after June 15th 2008. See contract provision 5 for the payment schedule. (The booth rental includes 8-foot high back drapes, 3-foot high side drapes, one-line identification sign, one 6-ft or 8-foot draped table, two chairs, and one wastebasket.)

Company _____
(This will be used for lettering the exhibit sign)

Address _____

City _____ State _____ Zip/Post Code _____ Country _____

Phone (____) _____ Ext. _____ FAX (____) _____ e-mail _____

By _____ Title _____

Our eight (8) choices are (insert booth numbers):
1st _____ 2nd _____ 3rd _____ 4th _____ 5th _____ 6th _____ 7th _____ 8th _____

Keep us as far away as possible from _____
Products to be displayed: _____

SCHEDULE OF PAYMENTS

Exhibitor agrees to pay rental of \$ _____ (total) for _____ 8 foot x 10 foot booth(s) and agrees to terms and provisions below.

\$ _____ (at least 50 percent of total) is submitted with this application.

The balance of \$ _____ will be paid on or before June 15th 2008 _____ (see contract provision 5)

Exhibitor Contact Name: _____ Title: _____

Credit Card Visa MasterCard AmEx [secure code on back, if applicable ()]
Name _____ Number _____ Expiration Date _____

Company Management Signature: _____ Title: _____

Exposition Manager, Richard J. Peppin _____ Agent for INCE of USA, Inc.

Please submit by mail or fax, two signed copies of contract. One will be returned for your records. Make checks payable to: Scantek, Inc.
Mail to: Richard J. Peppin, Scantek, Inc., 7060 Oakland Mills Rd Suite L, Columbia, MD 21046 USA 410-290-7726, -9167 fax

..... (do not write below this line)

Application Postmarked/Received _____ Total price of space(s) \$ _____
Space(s) confirmed _____ Accompanying Payment \$ _____
Space(s) Assigned _____ Balance to be paid \$ _____

CONTRACT PROVISIONS

1. EXHIBITION MANAGEMENT. The words "Exhibition Management" or "Management" as used herein shall mean the Institute of Noise Control Engineering of the United States of America, Inc., or its officers, committees, agents, or contractors acting for it in the management of the Exhibition.

2. CONTRACT. The following contract provisions and the Rules and Regulations appearing in the Exhibition brochure become binding upon acceptance of this contract between the applicant, his or her employees and agents, and the Exhibition Management, and any additions and amendments thereto that may be subsequently established or put into effect by the Management.

3. SPACE ASSIGNMENT. Space will be assigned to all applicants on a "first come, first served" basis in the order in which the applications are received. Premium Sponsors will get first choice. In the event that two applications are postmarked the same day, an immediate past exhibitor or a Sustaining Member of the INCE Liaison Program, in that order, will receive preference in booth assignment. Every effort will be made to assign the exhibitor to one of his or her chosen spaces. However, the Exhibition Management reserves the right to make the final space assignment or change the space assignment after the acceptance of the application should it be necessary in the best interest of the Exhibition.

4. ELIGIBLE EXHIBITS. Management has sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

5. PAYMENT AND CANCELLATIONS.

a. Applications for space must be accompanied by a deposit equal to at least one-half of the space rental charge. Applications failing to comply with the required deposit will be delayed in processing and assignment of space. b. Payment in full for exhibit space is due by June 15th 2008. Exhibitors failing to make the required final payment for exhibit space shall forfeit the right to participate as exhibitors and may lose their full deposits. If booth remains available, payment after that date assumes full booth late fee of \$300 is acceptable. No exceptions will be made. c. Should the exhibitor be unable to occupy and use the display space contracted for, he or she shall promptly notify the Exhibition Management. Upon notification of cancellation, Management has the right to resell the space vacated. Upon resale, if any, the exhibitor's payments, less a service charge of 25 percent of the net contracted cost, will be refunded after the closing of the Exhibition, unless the cancellation is received less than 10 days before the opening of the Exhibition. d. The date upon which Management receives the written notice of cancellation shall apply as the official date of cancellation.

6. SERVICE ORDER KIT. A Service Order Kit containing general and technical information regarding the Exhibition, the facilities of the Exhibition site and pertinent information, instructions, and rates regarding the services of the official contractors and official drayer will be provided to exhibitors well in advance of the opening of the Exhibition.

7. SHIPPING/HANDLING AND RECEIPT OF FREIGHT. The official drayer for the receipt of exhibit materials and delivery of these materials to the Exhibition site will be Freeman. Shipment of exhibit materials should be in accordance with the specific instructions given by the official drayer in the Service Order Kit. Exhibit materials should always be sent prepaid with a copy of the Bill of Lading forwarded to the official drayer. All materials should be sent to the location designated by the official drayer and nothing should be sent to the Exhibition site unless the exhibitor has made arrangements with the official drayer beforehand to receive his material there. Neither the Exhibition facility, nor its staff, is prepared or authorized to receive or handle an exhibitor's shipment.

8. EXHIBIT STANDARDS. Management reserves the rights to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which because of noise, safety hazards, visibility restrictions, or for other prudent reasons becomes objectionable. Questionable exhibits shall be modified at the request of Management. If an exhibit or exhibitor is ejected for violation of these rules and regulations, no return of rental shall be made.

9. USE OF EXHIBIT SPACE. An exhibitor shall reflect the highest standard of professionalism while maintaining the booth during Exhibition hours. The booth must be maintained by at least one company representative at all times during the Exhibition's operation. All demonstrations and exhibits must be confined to the contracted space. No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted without the knowledge and written consent of Management. No person, firm or organization not having regularly contracted with Management for the occupancy of space in the Exhibition will be permitted to display or demonstrate its products, processes or services, solicit orders or distribute printed or other materials within the Exhibition.

10. EXHIBITOR SERVICE DESK. Provisions will be made by Management to maintain an exhibitor service desk throughout the Exhibition's installation, operation, and dismantlement.

11. SAFETY. The exhibitor agrees to accept full responsibility for compliance with national, state and city regulations in the provision and maintenance of

adequate safety devices and conditions for the operation of his display, including any machinery and equipment on display. Fire regulations require all display materials used for decoration to be flameproof. All electrical equipment including signs and lights shall be in good operational condition and shall be able to pass the inspection of the local Fire Underwriters Inspection Bureau. Each exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention, and public safety while participating in the Exhibition. The use of any substances, materials, or fluids, which may be in violation of city, state, or national fire regulations, is prohibited in any booth.

12. SECURITY/LIABILITY/INSURANCE.

a. Security guards will be furnished during the closed hours of the Exhibition. The furnishing of the guards will not increase the liability of Management. After Exhibition hours, only those exhibitors properly identified and with the permission of Management may enter the Exhibition area. b. Neither Exhibition Management nor the Exhibition facility will assume responsibility for the safety of the property of the exhibitor, his or her officials, agents, or employees, from theft, damage by fire, accidents, or other causes, but will use reasonable care to protect them against such loss. The exhibitor agrees to make no claim against Exhibition Management, the sponsoring organization(s) or the Exhibition facility for loss, theft, or damage to his or her property, and will protect, indemnify, and hold the above-named, harmless for any injury to any persons in the exhibitor's area. c. Exhibition Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to one of the following causes: the building being destroyed by fire; act of God; public enemy; strikes; the authority of law; or for any other cause beyond its control. In the event of it's not being able to hold the Exhibition for any of the above-named reasons. Management will refund to each exhibitor the amount he paid for the space, less a proportionate share of all the expenses incurred by Management for the Exhibition. d. The exhibitor agrees to maintain such insurance that will fully protect the Exhibition Management from any and all claims of any nature whatsoever, including claims under the Workers Compensation Act and for personal injury, including death, which may arise in connection with the transportation, installation, operation or dismantling, or removal of the exhibitor's display. Damage of inadequately packed property is the exhibitor's own responsibility. e. Damage to the facility housing the Exhibition, caused or done by the exhibitor, shall be the responsibility of the exhibitor. f. Furthermore, the exhibitor agrees to protect, save and hold harmless both Management and the Exhibition facility, from all loss and/or damage whatsoever, caused to the facility housing the Exhibition, or any part thereof, directly or indirectly. g. The exhibitor is advised to determine that his or her regular company insurance includes extra-territorial coverage, and that he has his own theft, public liability, and property damage insurance against any loss or damages that may occur.

13. ADVERTISING MATTER. Management reserves the right to refuse to permit distribution of souvenirs, advertising matter, or anything else which it may consider objectionable. Distribution elsewhere than from within an exhibitor's booth is not permitted.

14. REGISTRATION AND ATTENDANCE. Exhibition Management has exclusive control over procedures and policies governing both registration and attendance.

15. AMENDMENTS. Management, at any time, in the interest of the Exhibition, may amend any and all matters covered by the articles in this contract and in the Exhibition Rules and Regulations. All amendments so made will be equally as binding on all parties affected by them as the original contract provisions and the rules and regulations. In the event of any amendments, Management will give written notice to all exhibitors concerned.

16. AGREEMENT TO RULES AND REGULATIONS. The exhibitor, for himself or herself and for his or her employees, agrees to abide by the foregoing contract provisions, rules and regulations, and by any amendments that may be put into effect by Management.

17. RESOLUTION OF DISPUTES. In the event of a dispute or disagreement between an exhibitor and an official contractor or between two or more exhibitors, all interpretations of the rules and regulations governing the Exhibition, and all actions, or decisions by Management concerning the dispute or disagreement and intending to resolve the dispute or disagreement, shall be binding on the exhibitor.

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