

2009 Exhibit Space Contract

Exhibitor named below hereby applies for exhibit space at the Reliable Plant 2009 Conference and Exhibition. A non-refundable deposit of 50% of the total space rental must accompany this signed exhibit space contract. Full payment is due on or before July 17, 2009.

IMPORTANT INSTRUCTIONS

- To pay by credit card, complete the payment information below.
- Make checks payable to Noria Corporation and mail with this contract to 1328 E. 43rd Court, Tulsa, OK 74105.

Name of Organization: _____
The company name listed here will be used for all promotional purposes.

Street Address: _____

City: _____ State/Province: _____ Zip/Postal Code: _____ Country: _____

Phone: (_____) _____ Web Address: _____

Fax: (_____) _____ E-mail Address: _____

Contact Name: _____ Title: _____

EXHIBITOR ACCEPTANCE

I, the duly authorized representative of the exhibiting organization, on behalf of said organization, subscribe to and agree to all the terms, conditions, authorizations and covenants, contained in this Contract for Exhibition Space and Rules and Regulations as stated on the back of this contract. Also, by signing below, I acknowledge that if I have deemed it necessary or desirable, I have raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of this form.

Signature: _____ Title/Position: _____

Name: _____ Date: _____
(Please Print)

EXHIBIT REQUIREMENTS AND PAYMENT METHOD

Exhibit Space Requirements:

- 10' x 10' \$2,195 Includes 1 full delegate pass
- 10' x 20' \$4,190 Includes 2 full delegate passes
- 20' x 20' \$7,580 Includes 4 full delegate passes
- _____ \$21.95 square feet and include one free conference delegate per 100 square feet.

We prefer the following locations:

PLEASE INDICATE 3 BOOTH LOCATION PREFERENCES.

- Booth Number(s): _____
- Booth Number(s): _____
- Booth Number(s): _____

Payment Method:

Total Amount: \$ _____ 50% Deposit Enclosed: \$ _____

- Check Payable to Noria
- Credit Card - choose one: VISA MC AMEX

Credit Card Number: _____

Expiration Date: _____

Signature: _____

Name (as it appears on card): _____

For Office Use Only

Date Received: _____ Amount Received: _____ Amount Due: \$ _____

Booth Assigned: _____ Approved By: _____

5 Co-located Events



RULES AND REGULATIONS - Reliable Plant 2009

Sept 1-3, 2009, Greater Columbus Convention Center, Columbus, OH

- 1. Offer and Acceptance.** Upon signing this 2009 Exhibit Space Agreement, the exhibitor shall be bound by the rules and regulations set forth herein and by any such amendments or additional rules and regulations, which may be established by Noria Corporation.
- 2. Arrangements of Exhibits.** Exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans to build displays not in accordance with these Exhibition Rules and the regulations set forth in the Exhibitor Services Kit must be submitted to Noria Corporation before construction is ordered and/ or begun. The Exhibitor Services Kit will be supplied to Exhibitor approximately three months before the Exhibition. Exhibitor understands that by signing the 2009 Exhibit Space Agreement form, Exhibitor agrees to be bound by the Exhibitor Services Kit, which shall form part of the Agreement.

Aisles. All aisles must be clear of exhibits, interviews, demonstrations, and distribution of literature must be made inside Exhibitor's booth.
Carpet. All Exhibitors must carpet their booths.
- 3. Soliciting.** (i) Exhibitors must limit their activities within the confines of contractual space. Exhibitor activities must be conducted in a manner consistent with non-interference of activities legitimately exercised by other Exhibitors. (ii) The distribution of Exhibitors' products, catalogs, pamphlets, printed material, souvenirs, etc., must be conducted entirely within the Exhibitor's booth space. (iii) No Exhibitor promotional activities will be permitted outside the confines of the Exhibitor's contractual space. Exhibitor is prohibited from taking photographs of other exhibits or other aspects of the show. Exhibitors may photograph only their own booth(s).
- 4. Cancellation or Downsizing.** In the event that the Exhibitor wishes to cancel some or all of its allocated exhibit space, Exhibitor may make such request and Noria Corporation may grant such cancellation, but only with the following understandings: (i) all cancellations must be requested in writing and addressed to Noria Corporation at the address below; (ii) Noria Corporation will not refund any portion of the 50% non-refundable deposit previously paid by the Exhibitor; (iii) if Exhibitor's cancellation is received by Noria Corporation after the contract has become effective but before the final pay date, Exhibitor nevertheless agrees to pay the 50% non-refundable deposit before such cancellation will become effective; (iv) if Noria Corporation receives Exhibitor's cancellation request after the final payment date, Exhibitor nevertheless agrees to pay the full booth rental fee based on the original space requirements, before such cancellation will become effective. Noria Corporation assumes no responsibility for having included the name of Exhibitor in the Show program, brochures, news releases, Web site or other materials.
- 5. Force Majeure.** It is further agreed that in case said premises shall be destroyed by fire or the elements, or by another cause, or in case of government intervention or regulation, military activity, strikes or any other circumstances that make it impossible or inadvisable for Noria to hold the show or portion thereof at the time and place herein provided, this agreement shall terminate. The said Exhibitor shall and does hereby waive any claim for property or the damages or compensation except the pro rata return on the amount paid after deduction on actual expenses incurred in connection with the show and there shall be no further liability on the part of either party.
- 6. Unoccupied Space.** Any space not occupied by 6:00 P.M. (Monday, August 31, 2009) will be forfeited by the Exhibitor, and this space may be resold and reassigned without refund unless arrangements for delayed occupancy have been approved by Noria Corporation.
- 7. Complimentary Conference Registration.** One complimentary Conference Registration will be allowed for each 100 square feet of exhibit space rented. This entitles one official exhibiting company representative to attend all meal functions and educational events that are included in a delegate registration to the Reliable Plant 2009 three-day conferences.
- 8. Remedies.** If Exhibitor fails to make a payment required by this contract in a timely manner, Noria Corporation may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. Noria reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is late with any payment due to Noria Corporation. Noria Corporation is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Noria may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on Noria's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Noria Corporation removes or restricts an exhibit which Noria considers to be objectionable or inappropriate, no refund will be due to Exhibitor.
- 9. Insurance.** The Exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date a policy of insurance acceptable to Noria. The policy of insurance shall name Noria Corporation as loss-insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the show. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. Exhibitor agrees to provide Noria Corporation a suitable certificate verifying that the required insurance is and will remain in force for the duration of the show.
- 10. Liability.** Adequate and reasonable watchman and guard service will be provided at Noria's discretion. Neither Noria nor the management of the site shall be liable for damage, loss or destruction of the exhibits by reason of fire, theft, accident or other destructive causes, and each Exhibitor shall rent Exhibit Space at its sole risk. Neither Noria nor the management of the site nor any of their employees, agents or servants will be accountable or liable for accidents to Exhibitors, their employees, agents or servants. The Exhibitor shall be liable to Noria and/or the site for any damage done to the building and/or the furniture and fixtures contained therein which shall occur through the acts or omissions of the Exhibitor, its employees, agents or servants. The Exhibitor agrees to indemnify, save harmless and defend Noria against any liability, claim or expense resulting from any injury or damage to any person or property which occurs within the Exhibitor's exhibit space or as the result of any act or omission of the Exhibitor, its employees, agents or servants. There is no other agreement or warranty between Exhibitor and Noria except as set forth in this document. The rights of Noria Corporation under the Agreement shall not be deemed waived except through writing signed by an authorized officer of Noria Corporation.
- 11. Governing Law.** This contract is governed by the laws of the State of Oklahoma as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in Tulsa, Oklahoma shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Tulsa, Oklahoma.
- 12. Taxes or Licenses.** The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in the space allocated.
- 13. Changes or Downsize.** If Exhibitor requests an increase of its booth space after the Agreement has become effective, Noria Corporation will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. If an Exhibitor downsized his/her booth space, the penalty is 50 percent of the portion that is downsized.
- 14. Other Matters.** The Exhibition is owned and managed by Noria Corporation, whose main office is at 1328 East 43rd Court, Tulsa, Oklahoma, 74105. All matters not expressly covered in the Agreement are subject to the reasonable decisions made by Noria Corporation, and these decisions shall be final.

