



1

Company Information as It Should Appear in Printed Materials

Company name: _____

Company address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Company Phone: _____ Company Fax: _____

E-mail: _____

Company Web Site to be listed
below in the Directory: _____

Contact and Mailing Information for Conference

Contact person name: _____

Title: _____

Phone: _____

E-mail: _____

2

Exhibit Space Preference and Rate

SMI will make every effort to accommodate Exhibitor's request for space. However, Exhibitor understands and accepts that final booth assignments will be made solely at the discretion of SMI.

Please list your choice of locations on the Expo floor by preference:
1st _____ 2nd _____ 3rd _____ 4th _____

Island Exhibit Display or space over 300 square feet
Size: _____ ft. x _____ ft. = _____ sq. ft. x \$21 = _____
**Minimum of 400 square feet or 20' x 20'

Inline Exhibit Displays 300 square feet or less
Size: _____ ft. x _____ ft. = _____ sq. ft. x \$24 = _____
Plus _____ corner(s) x \$100 = _____

3

Product Theater

Want to show off your products or present your companies' services? Increase consumer awareness of your products and services at Metal Engineering Expo by purchasing a presentation time-slot in one of our Product Theaters. Each time-slot purchased includes listing in the Show Program by company name, product description along with your booth number. Each time-slot is a maximum of 20 minutes and sells for \$1500. The intent is to present a specific product or service, in rich detail, to help attendees see differentiation or recognize new methods from what they currently are using. Please mention your interest in this show floor feature when purchasing your booth space.

4

Payment Information

Payment Schedule:

- A 10% discount will be applied on any space purchased prior to September 23, 2016.
- A 50% deposit of the total exhibit space amount must accompany this signed application and be received at SMI Headquarters prior to any confirmed booth allotment. All balances are due by March 31, 2017.
- Final 50% of the total exhibit fee must be received by March 31, 2017.
- After March 31, 2017, all applications must be accompanied with full payment.

Payment in U.S. currency only. Checks are payable to Spring Manufacturers Institute. Send completed form with appropriate payment to the address below.

Spring Manufacturers Institute, Attn: John Enright
C/O Tradeshow Logic, 3600 Dallas Highway, Suite 230-178
Marietta, Georgia 30064
or fax to +1 (678) 391-9960

Check enclosed in the amount of U.S. \$ _____

After your application is processed, you will receive an email invoice showing the balance due to secure your booth. If you include a check with your application that amount will be applied to the balance.

If you would like to pay your balance by credit card, please follow the instructions included in the email invoice.

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Authorization

We (the Exhibitor) apply for exhibit space at metal engineering expo (the Show), October 3-5, 2017, at the Connecticut Convention Center. We understand that by signing this Contract, we are applying for exhibit space at the Show and further understand that THIS DOCUMENT WILL BECOME A BINDING CONTRACT IMMEDIATELY UPON ACCEPTANCE OF THE APPLICATION BY SMI and thereby subject to the terms, conditions, rules, and regulations printed on the reverse side of this page, as well as the Exhibitor Service Manual, and any changes made by SMI for efficient or safe operation of the Show.

AUTHORIZED SIGNATURE:

Printed Name: _____

Title: _____

Date: _____

50% of the total exhibit fee is due at the moment or time of initial booth request or submittal. Final Payment is due no later than March 31, 2016

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FOR SMI USE ONLY

SMI hereby accepts the above application and the following exhibit space has been confirmed:

Booth No.(s): _____

Display Type: _____

Account Executive: _____

Authorized by SMI: _____

John Enright, Director of Exhibit Sales

1. **Show Sponsorship and Management:** Metal Engineering Expo 2017 (the Show) is produced by and is the property of Spring Manufacturing Institute (SMI). The SMI Expositions Division (Management) organizes the Show according to SMI policies. Each Exhibitor agrees to abide by these Rules and Regulations made by Management and by such additional Rules and Regulations explained in the Exhibitor Service Manual, as well as changes made at Management's discretion for efficient or safe operation of the Show.

2. **Exhibit Fee:** All Exhibit Fees must be paid in full to participate. The Fee entitles exhibiting companies to: exhibit space, identification sign, perimeter guard service, carpeted aisles, company listing and description in the show program (if Exhibitor contracts for space before the deadline), promotion and publicity. **Payment Schedule:** A 10% discount will be applied on any space purchased prior to September 23, 2016. A 50% deposit of the total exhibit space amount must accompany this signed application and be received at SMI Headquarters prior to any confirmed booth allotment. All balances are due by March 31, 2017. Final 50% of the total exhibit fee must be received by March 31, 2017. After March 31, 2017, all applications must be accompanied with full payment. All payments must be in U.S. Dollars.

3. **Use of Space:** Only the name of the Exhibiting Company listed on the face of the Contract will be displayed in the exhibit space, in the Show's printed list of Exhibitors and on exhibitor badges. It is further agreed that the Exhibitor shall not assign, share or sublet any part of the exhibit space without the express written consent of Management. The Exhibitor agrees to only exhibit, advertise or promote those products or services for which it has authorization.

4. **Cancellations:** An Exhibitor may cancel its participation in the Show by giving Management notice in writing. If Management receives notice of cancellation by June 1, 2017, there will be a 15% cancellation charge of the entire booth fee. If notice of cancellation is received after June 1, 2017 the entire exhibit fee is due as a cancellation charge. In the event of cancellation, Management has the right to use the space for its own convenience, including selling the space to another exhibitor, without rebate or allowance to the canceled exhibitor. Both SMI and TL Management Team assume no responsibility for having included the name or description of the cancelled exhibitor in programs, news releases, publicity, or other material.

5. **Default of Occupancy:** Any exhibitor failing to occupy its contracted space by 9:00 am Tuesday, October 3, 2017, will be considered in default and may be subject to cancellation. In that event, Management will have the right to use the space for its own convenience, including selling the space to another exhibitor without any rebate or allowance to the defaulting exhibitor.

6. **Building Occupancy:** In the event the premises of the Convention Center (the Center) is destroyed or damaged, or if the show fails to take place as scheduled, or is interrupted and/or discontinued, or access to the premises is prevented by reasons of strike, lockout, injunction, act of God, act of war, emergency declared by any government agency or by SMI, or for any other reason, this contract may be terminated by SMI. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability for SMI shall be to return to each Exhibitor its space payment less its prorated share of all costs and expenses incurred and committed by SMI.

7. **Official Contractors:** To alleviate the unnecessary canvassing of Exhibitors, to assure orderly and efficient installation, operation, and removal of displays, and to ensure high standards of service at fair prices, Official Contractors have been appointed to provide optional goods and services for Exhibitors. As such, Management holds Official Contractors responsible for quality service and is prepared to intercede on behalf of Exhibitors in the event of faulty or unfair work. Management recommends, but does not require, that Exhibitors use Official Contractors. An Exhibitor who wishes to use a their own contractor (i.e., Exhibitor-Appointed Contractor) to install and dismantle exhibits must notify Management in writing at least 30 days in advance and must provide proof of the contractor's workers' compensation and commercial general liability insurance coverage. Such contractors are required to abide by all Show Rules and Regulations and to indemnify SMI and Management for any and all claims and actions caused by the contractor's negligence or willful misconduct. In no instance shall SMI be responsible for the conduct of contractors or their employees. SMI assumes no responsibility for performance failure by contractors.

8. **Safety, Fire, and Health:** The Exhibitor must comply with all safety, fire, and health ordinances regarding installation and operation of equipment, displays, and exhibit materials. Display materials must be flame-retardant. Hazardous materials of any type are prohibited.

9. **Care of Building:** No Exhibitor may bring hazardous or illegal items or substances into the Center. No Exhibitor may permit any act by its employees, officers, or agents that will mar or deface the premises. Exhibitors must surrender the space occupied in the same condition as at the commencement of occupancy. Exhibitor shall be solely responsible for damages its display causes to the Center.

10. **Booth Arrangement: Height:** No display, sign, lights, product, or advertising may exceed a height of 8 feet in an inline booth. Displays may be 8 foot high only in the back half of the booth and the front half is limited to 4 foot in height. Exhibitors may not exceed a height of 20 feet for island booths. Any display design that exceeds height restrictions must have written permission from Management. **Display Appearance:** The Exhibitor is responsible for maintaining

a neat appearance to its display. Any undecorated side of a display visible from the aisle or adjoining exhibits must be made presentable by the Exhibitor. Displays not satisfactory in the opinion of Management will be made correct by Management at the Exhibitor's expense. Exhibitor must arrange for the removal of excess trash and waste materials and is responsible to keep the exhibit free of any and all conditions that might be dangerous to Show visitors. **Audio and Video:** The operation of sound movies or audio devices will be permitted only if sound level is kept at conversational level and is not objectionable to neighboring exhibitors. Audio and video machines must be positioned so that Show visitors will not block the aisles. Machines that create noise and disrupt neighboring exhibitors may, at the discretion of Management, be restricted. Exhibitor assumes full responsibility for compliance with union requirements relating to audio and video systems. **Lighting:** The use of flashing electric signs or lights, glaring lights, or other irregular lighting effects are prohibited. Lights may not be directed into other booths or the aisle, and may not show through Show drapery.

11. **Advertising Outside of Exhibitor's Space:** Exhibitor shall not distribute, or permit to be distributed, any advertising matter literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the facility.

12. **Disclaimer:** Products and/or services on display in the exhibit area within METAL ENGINEERING EXPO carry no implied or real endorsement or recommendation by SMI. The Exhibitor agrees that it will not represent any product or service as being endorsed by SMI. SMI reserves the right to prohibit any exhibit or any part of an exhibit that is not consistent with the objectives of SMI. Furthermore, products or services must be related to the Metal Engineering Expo industry.

13. **General:** All matters and questions that arise which are not specifically covered by these Rules and Regulations are subject to the decision of Management. These Rules and Regulations may be amended, added to, and amplified by Management at its discretion. Exhibitor agrees to abide by any and all amendments and changes by Management.

14. **Entire Agreement:** It is fully understood that the agreement between Exhibitor and Management is fully and entirely expressed in this contract, and that there is no oral or verbal agreement of any kind whereby the Rules and Regulations of this contract are or can be changed or modified in any way prior to the close of the Show will not be permitted and will be subject to non-participation at future SMI Shows. All exhibits must be dismantled, packed, and removed from the hall by 3 p.m. on Friday, October 6, 2017. Only authorized personnel or representatives of the Exhibiting Company will be permitted in the hall during installation or dismantling of the Show. For liability reasons and for their own personal safety, no one under the age of 21 will be allowed access to the hall during installation or dismantling.

15. **Venue:** This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to any conflict of law rules that would cause the application of the laws of any other jurisdiction. The parties agree that the venue for any legal proceeding concerning this contract shall be the court of appropriate jurisdiction located in Hartford, CT and the parties hereby waive any objections to service of process for said venue.

16. **Policy on Selling:** Exhibitors may not make over the counter sales (i.e., by cash, check and/or credit cards). Only bona fide business orders for future delivery may be taken. Violations of this provision will result in expulsion from SMI METAL ENGINEERING EXPO Conference and Exposition. **THIS POLICY WILL BE STRICTLY ENFORCED.**

17. **Competing Events:** Exhibitors shall not conduct any competing event of more than 30 people during official METAL ENGINEERING EXPO 2017 conference hours. The penalty to an exhibitor for scheduling an event during exhibit hours will be minus two priority points.

18. **INDEMNIFICATION.** Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against Show 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 proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, 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 occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.