

MATERIALS, SCIENCE & TECHNOLOGY 2004 EXHIBITION

Where Theory Meets Application

New Orleans Marriott, New Orleans, Louisiana

September 26-29, 2004



EXHIBITION SPACE RESERVATION FORM & CONTRACT

To reserve space for the Exhibition, complete this form and return to:

Cindy A Wilson TMS, 184 Thorn Hill Rd, Warrendale, PA 15086; Fax: 724/776-3770

Email: wilson@tms.org

To register online, visit: <http://www.matscitech.org>

DEPOSIT/CANCELLATION POLICY:

A deposit of \$250.00 per 10'x10' space is required to secure the reservation and is due at the date of space reservation. In the event of a cancellation, this deposit is non-refundable after August 1, 2004.

It is understood that MS&T '04 will assign a space location and booth number on the basis of exhibitor preference. Application for space rental indicates the applicant's willingness to abide by exhibit terms and conditions and general regulations provided at the time of booking. Space rental must be paid in full by August 10, 2004.

MS&T'04 is hereby authorized to reserve the following quantity of 10'x10' exhibition space(s) for the MS&T '04 Exhibition:

PLEASE RESERVE _____ (quantity) 10'x10' SPACES @ \$1,100.00 per space

Contact Person: _____

(to receive correspondence & exhibit materials)

Company Name: _____

(as should appear in Exhibitor listings):

Address: _____

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

Country: _____ E-Mail: _____

Telephone: _____ Website: _____

I have read the exhibition rules and regulations and agree to abide by all conditions under which space is leased.

Signature: _____ Date: _____

Payment Information:

CHECK (Made payable to TMS)

VISA

MasterCard

American Express

Card Number: _____ Expiration Date: _____

Cardholder Name: _____ Signature: _____

TOTAL AMOUNT ENCLOSED: _____

MS&T USE ONLY: Contract accepted by: _____ Date: _____

Space Number Assigned: _____ Invoice #: _____ Invoice Date: _____ Payment: _____



Materials, Science & Technology 2004 Exhibition

EXHIBITION RULES AND REGULATIONS



1. Exhibition Space Assignment:

Exhibit space will be assigned by MS&T '04 Show Management in accordance with the desires of the exhibitor for specific space request and locations of competitors. Exhibitors may not let, sublet or transfer the exhibit privilege or space in whole or in part without the express written consent of the MS&T Show Management.

2. Cancellation:

If The Minerals, Metals & Materials Society/The Association for Iron and Steel Technology (MS&T Show Management) fail or are unable to fulfill their obligations in providing the opportunity to hold exhibits at the Materials Science & Technology 2004 event, the Societies agrees to promptly return the exhibitor all monies paid. If this occurs, any agreements made shall be cancelled by mutual consent and the Society shall be relieved from all responsibility. Exhibitors shall not seek any claim against MS&T Show Management for expenses incurred prior to the event cancellation. Such decision will be made prior to September 1, 2004.

3. Use of Exhibit Space:

The Society, in keeping with its stated purpose, encourages exhibitors to be educational, communicative and resource-informative in their exhibit displays. All exhibits and products/services displayed must be pertinent to the field of electronic materials, and in the professional interests of the registrants.

MS&T Show Management reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and to prohibit or remove any exhibit which, in the opinion of the MS&T Show Management, may detract from the general character of the exhibition as a whole. This reservation includes persons, things, conduct, printed matter, or anything which MS&T Show Management determines to be objectionable. In the event of such restriction or removal, MS&T Show Management shall not be liable for any refunds or exhibit expenses.

4. Selling and Order Taking

The technical exhibits are intended primarily for informational, display and educational purposes. Sales are permitted, provided that transactions are conducted in an appropriate professional and business-like manner. MS&T Show Management reserves the right to restrict sales activities that it deems inappropriate or unprofessional. Exhibitors agree to abide by all Louisiana and New Orleans city and county tax regulations and are responsible for collecting and submitting their own sales taxes. Any necessary sales tax applications/forms must be completed in advance of the Exhibition's opening. MS&T Show Management will not be responsible or liable for any fees, taxes, or other expenses incurred by exhibitors as a result of their decision to sell merchandise at the exhibition.

5. Indemnification

The exhibitor agrees to indemnify, defend and hold harmless the Exhibit, The Minerals, Metals & Materials Society, Inc., the Association for Iron & Steel Technology (hereafter: MS&T Show Management), their members, officers and employees, the Marriott New Orleans and their employees, and all individuals or organizations performing services for them (together, the "indemnitees") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including without limitation attorneys' fees and expenses) related to personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance (including without limitation, any environmental law or regulation), of any of the indemnitees, except for the gross negligence and/or willful misconduct of the indemnity.

MS&T Show Management will not be liable for fulfillment of this contract as to the delivery of space, and further will not be responsible for delays, damage, loss, increased costs or other unfavorable conditions due to: reason of the exhibition space being destroyed by fire, act of God, public enemy, national emergency, strikes, the authority of the law or any cause beyond their control. They will, however, in the event of their not being able to hold an Exhibit for any of the above-named reasons, reimburse the Exhibitor prorata for any prepaid rent, less any and all legitimate expenses incurred by MS&T Show Management for advertising, salaries, etc., and MS&T Show Management shall have no further obligation or liability to the exhibitor. The foregoing shall be the sole and exclusive remedy of the Exhibitor.

The Exhibitor agrees to indemnify and reimburse MS&T Show Management for the costs of all services and expenses incurred in connection with any collection effort should it be necessary for MS&T Show Management to engage legal counsel or a collection agency to collect moneys due MS&T Show Management as a result of exhibitor's failure to pay any funds due to MS&T Show Management.

6. Insurance

Exhibitors are advised to carry floater insurance to cover exhibit materials against damage or loss; also public liability insurance against injury to the person and property of others. MS&T Show Management will carry public liability insurance for injury to the exhibitor visitors, exhibitors and their agents' employees. Exhibitors' employees are not covered when on space rented by an exhibitor. MS&T Show Management shall be added as an additional insured on such policies and the exhibitor shall provide evidence thereof.

Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: comprehensive general liability insurance with limits not less than \$1,000,000, including contractual liability and products liability coverage and workmen's compensation in full compliance with statutory limits covering the exhibitor's employees.

7. Booth Construction

All exhibits must be designed to be in compliance with the Americans with Disabilities Act of 1992.

In-Line Booths: All linear booths are 10 feet deep and 10 feet wide (10' x 10'), and consist of 8' high backdrap and 36" high side dividers mounted on aluminum tubular frames. Signs, decorations and equipment may not rise above the 8' backwall height. Solid construction in excess of 36" high must be a minimum of 5' back from the aisle.

8. Fire Prevention Regulations

Display coverings, drapery, carpet, carpet padding and decorative materials must be flame resistant or sprayed with flame-retardant. Storage behind booths is prohibited. All aisles, doors, openings and fire exits must be clear at all times. Exit signs, fire alarms and extinguishers must be visible at all times. Easels, signs, etc. may not be placed beyond the booth area into the aisles. Installations must meet with requirements of all inspection and fire department regulations of the Marriott New Orleans Hotel. Federal, state and city laws must be strictly observed. Wiring must comply with fire codes and other applicable government agency rules and underwriter rules.

9. Exhibitor Registration:

Each representative of an exhibiting company must wear the official exhibitors badge for admission to and while in the exhibit hall. Company badges will not be accepted in lieu of the official badge. Supplementing the badge with business cards, ribbons or company logo types is not permitted. Exhibitor badges may be made out only in the name of the company shown on the application for exhibit space. Badges are not transferable.

Each exhibiting company is allocated one full-conference exhibitor badge per 10'x10' booth. This exhibitor's badge allows admittance to the exhibit hall and the technical sessions. Additional badges may be purchased as (1) Exhibitor Only or (2) Additional exhibitor/conference attendee.

Staffing of Exhibit

Exhibit booths must be staffed at all times during the hours the exhibit hall is open.

Badge Distribution

All badges for representatives who are advance registered will be distributed on-site at the Exhibitor Registration Desk. A pre-registered representative of the company may sign for any or all badges for that company.

10. Dismantling:

No Exhibitor will be permitted to dismantle any part of their display until the official closing of the exhibition.

11. Power

It is mutually understood and agreed that MS&T Show Management will use proper and reasonable care to prevent interruption in power service, but shall not be held responsible for any interruption that may occur due to breakage of machinery, apparatus equipment, etc.

12. Security:

All items that can be carried away should be put in safekeeping when the exhibit is not attended.

13. Default

Any Exhibitor failing to occupy rental space, for which the Exhibitor has contracted, will be held liable for such space at the full rental price. In the event exhibit space is not occupied by 1:00 PM on Sunday, September 26, 2004, MS&T Show Management has the right to use such space as it sees fit, including authorizing set up of the display at the exhibitor's expense.

14. Other:

This contract shall be interpreted according to the laws of the Commonwealth of Pennsylvania. This contract shall be binding upon the heirs, executors, administrators or assigns of Exhibitor and upon the successors and assigns of MS&T Show Management, but no assignment by Exhibitor shall be binding on MS&T Show Management without the written consent of MS&T Show Management. This contract constitutes the complete understanding of the Exhibitor and MS&T Show Management. No modification or waiver of any provision shall be valid unless in writing and signed by both Exhibitor and MS&T Show Management.

