

APPLICATION/CONTRACT FOR EXHIBIT SPACE

ASIS USE ONLY

58th ANNUAL SEMINAR AND EXHIBITS
SEPTEMBER 10-12, 2012



BOOTH NUMBER _____
SIZE _____
CONTRACT ACCEPTANCE _____

COMPANY NAME _____

Please type. Name will appear exactly as shown above on all lists.

Booth Size _____ 1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____ 5th Choice _____

Total Rental Charge \$ _____ **Amount Enclosed \$** _____

The Undersigned (hereinafter referred to as the Exhibitor) hereby applies for booth space in the Exhibition sponsored by ASIS International (hereinafter referred to as ASIS) to be held at the **Philadelphia Convention Center** for the period of September 10-12, 2012 for the exhibition of the products or services designated and for no other purpose, subject to the conditions, rules, regulations and requirements hereinafter set forth.

This contract is subject to all terms and conditions of the lease agreement between ASIS and the **Philadelphia Convention Center**. In the event of any conflict or inconsistency the terms of the convention center lease shall govern. ASIS shall have the right to make such rules and regulations in connection with the Exhibition as it may deem proper and may amend them at any time, and ASIS shall have the full power in the matter of interpretation and enforcement thereof. The Exhibitor agrees to abide by said rules and regulation, in the event this application is approved and accepted as a contract.

Booth space will be assigned at the discretion of ASIS in accordance with the stated priority of preferences in consideration of the following criteria: 1) prior history of Exhibits at ASIS Seminars, including both regularity and recency thereof, 2) number of booths requested, and 3) date of Application for Exhibit Space.

Rental charges are \$4,950.00 per single 10x10 booth; \$49.50 per square foot for island spaces. Dimensions and locations of each booth are believed to be accurate, but only warranted to be approximate. Booths will be assigned only to the company that signs this application. No subsidiaries, distributions, manufacturers, etc., will be permitted to share or in any way to occupy any booth or part of any booth assigned to that Exhibitor.

A non-refundable deposit is required with this application. A 25% deposit of the total rental charge is required for booths rented before November 1, 2011. A second 25% deposit is due by November 1, 2011. Companies must have paid, at a minimum, 50% of their total rental charge by November 1, 2011. A 50% deposit of the total rental charge is required for booths rented after November 1, 2011. In the event the application is approved and accepted as a contract for Exhibit Space this amount will be applied to the cost of the booth and the balance due will be invoiced, and must be paid in full by April 1, 2012. Failure to pay the total amount due by April 1, 2012, will be considered a cancellation of the contract and ASIS will retain all monies paid as liquidated damages. Any exhibitor who cancels booths or reduces the size of the booths after a contract has been formed will be in breach of its contract and ASIS will retain all monies paid as liquidated damages. Any Exhibitor assigned booths after April 1, 2012, must submit the full payment along with this executed contract form. All financial obligations to ASIS for advertising, etc., and to its official agents, must remain under 60-days net for the Application/Contract for Exhibit Space to be accepted by the ASIS. ASIS has the right to suspend acceptance of the contract if the Exhibitor fails to comply with any term or condition outlined within, at which time any monies paid will be retained. If ASIS International has not received payment in full by April 1, 2012, the heretofore reserved exhibit space may be reassigned, sold, or otherwise used or disposed of by ASIS without any refund of the applicant's deposit.

I have read and agree to the above payment and cancellation policies. (Please initial and date) _____

This document will constitute a contract between ASIS and the Exhibitor only when accepted and executed by ASIS.

*** Required Information – Contracts will not be processed if incomplete.**

IN WITNESS WHEREOF, the Exhibitor has caused this Application to be duly executed by an authorized representative. Unless otherwise notified, all future correspondence will be with the person indicated below. The address, phone, and fax number below will be published in the Exhibitor Guide Book.	
*Exhibiting Company: _____	*Date: _____
*Address: _____	*Phone: _____
*City, State, Zip: _____	*FAX: _____
*Website: _____	

*Form Completed by: Name: (print) _____	
*E-mail: _____	
*Title: (print) _____	*Phone: _____
*Signature: _____	*Date: _____

If the Contact Information is different than that listed above, please indicate below. If this Section is left blank, ASIS will assume the above named person is the primary contact for the exhibition.

*Contact Name: _____	*Phone: _____
*Contact Address: _____	*FAX: _____
*E-mail: _____	

I authorize the amount below to be charged to my credit card for a deposit on booth space in the show indicated above.	
If you would like to pay by credit card, please provide the information below. Authorized amount \$ _____	
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex <input type="checkbox"/> Discover	Name on card (print) _____
Card # _____	Exp. Date _____
Signature _____	Date _____
I understand that the final balance is due to ASIS International by April 1, 2012. If payment is not received by that date, I authorize ASIS to charge this card for the remaining balance due. Initial: _____	

NOTICE: IN THE EVENT ASIS AND AN APPLICANT ENTER INTO A CONTRACT FOR THE RENTAL OF EXHIBIT SPACE, THESE RULES AND REGULATIONS WILL BECOME AN INTEGRAL PART OF THE CONTRACT.

General Restrictions

ASIS reserves the right to approve all exhibits. No devices which are capable of surreptitious oral or wire interception will be permitted to be displayed. The Exhibits and the distribution of promotional material shall be limited to the confines of the Exhibitor's booth.

Exhibitors are prohibited from assigning or subletting a booth or any part of the booth allotted to them except upon written permission from ASIS. Nor shall they exhibit or permit to be exhibited in their booths any merchandise not part of their own regular products, nor shall they exhibit any advertising or promotional material directly pertaining to such products. The Exhibitor agrees not to install any spot or floodlight fixture or apparatus that emits a shrill noise that will create a nuisance to other Exhibitors or to guests of the Exhibition. ASIS reserves the right to restrict displays which, because of noise, methods of operation, materials or for any reason, become objectionable, and to prohibit or remove any displays; which in the opinion of ASIS detract from the general character or appearance of the Exhibition.

The Exhibitor agrees not to display material that is objectionable in the opinion of ASIS. Failure to remove any objectionable material may result in ASIS' ejecting the Exhibitor from the Exhibition hall and/or forfeiture of the Exhibitor's right to participate in future Exhibitions sponsored by ASIS.

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior, and wrapping paper is to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, sileen or any other cloth decoration must stand a flameproof test as prescribed by the fire ordinance of the city of Philadelphia, PA.

Volatile, explosive or other flammable matter, or any substance prohibited by law or insurance carriers; is not permitted on the premises. Those companies displaying motor vehicles must abide by local fire and hotel regulations.

Canvassing or distributing advertising matter outside the Exhibitor's own booth is not permitted. Solicitation of business or conferences in the interest of business, except by Exhibiting firms, is prohibited.

Areas from floor to ceiling in all aisles, lounges and entrances (as indicated on the floorplan) shall remain the property of ASIS and shall be decorated at the discretion of ASIS. Exhibitors shall restrict their product, personnel and decoration to the insides of the rented booth per the paragraph below (Arrangements of Exhibits). Should any Exhibitor's material extend past the prescribed boundaries of the rented space, ASIS reserves the right to dismantle that portion of the display.

All Exhibits must conform strictly to these Rules and Regulations. ASIS reserves the right to restrict any Exhibit which might be considered undesirable. This regulation includes articles, conduct, dress of models, printed matter of anything objectionable to the Exhibit as a whole. All points not specifically covered are subject to the decision of ASIS.

Arrangements of Exhibits

Standard linear booth backgrounds and side rails, decorated with bengaline draperies and uniform two-line signs are provided without charge. Booth backgrounds are eight feet in height, and divider rails are 33 inches in height. In the area four feet forward from the rear background of each booth, display material may be placed up to a height not to exceed eight feet from the building floor. In any portion of the booth beyond four feet from the rear background of the room, all parts of the Exhibit shall be placed not to exceed the height of the rail, which is 33 inches from the building floor. Exhibits not conforming to these specifications, or which, in design, operation, or are otherwise found objectionable in the opinion of ASIS, will be prohibited. The above restrictions do not apply to island areas. Any part of the exhibit which does not lend itself to an attractive appearance, such as unfinished side or end panels, must be draped at the exhibitors expense. The floor of all booth space is required to be fully carpeted. Management reserves the right to have such finishing done, billing the exhibitor for charges incurred. All exposed parts of a display must be finished so as not to appear objectionable to other Exhibitors. ASIS reserves the right, in the best interest of the Exhibit, to relocate scheduled booths in areas other than that selected by the Exhibitors.

Termination of Seminar and Exhibits

Should the premises in which the 58th Annual Seminar and Exhibits is held become, in the sole judgement of ASIS, unfit for occupancy, or should the Seminar be materially interfered with by reason of strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a governmental agency or any other act beyond the control of ASIS, the Contract for Exhibit Space may be terminated. ASIS will not incur any liability for damages sustained by the Exhibitor as a result of such termination. In the event of such termination, the Exhibitor expressly waives such liability and releases ASIS of and from all claims for damages and agrees that ASIS shall have no obligation except to refund to the Exhibitors a prorated share of the aggregate amount received by ASIS (as rental for Exhibit space in the 58th Annual Seminar and Exhibits) after deducting all costs and expenses in connection with such Exhibit, including a reasonable reserve for claims, such as deductions being hereby specifically agreed to by the Exhibitor.

Multiple Company Listings

Each company will be allowed one complimentary listing per booth number. Additional listings will be permitted at the discretion of ASIS. There will be a charge of \$250 per additional listing. Payment is required in advance. Requests received after June 1 may not meet the printing deadline for the Show Program Guidebook. ASIS will attempt to avoid, but will not be liable for any error or omission in the Show Program Guidebook or any other preliminary promotional materials.

Booth Reductions and Floor Plan Redraws

Any exhibitor who reduces the size of their booth after this contract has been executed will be assessed a fee by ASIS to compensate for lost footage and will be assessed a loss of 10 priority points (applied to the following year's booth selection). Any changes to the floor plan are at the sole discretion of ASIS International. If the booth size change cannot be accommodated in the exhibitor's current booth location, they will be reassigned to a new booth location. If there is not an option for relocation and the changes must be made in the exhibitor's current booth location then ASIS will assess a charge equal to 50% of the lost square footage to ASIS International's floor plan, as liquidated damages. This fee will be due at the time of the booth size change. Only credit card payments will be accepted for the fees. In addition, a loss of 10 priority points will be applied to the following year's booth selection.

Installation and Dismantling of Exhibits

The Exhibit Hall of the Philadelphia Convention Center will be available for Exhibit Installation beginning at 8:00 am on Friday, September 7th. All Exhibits must be operational by 6:00 pm on Sunday, September 9th. After this hour, no installation work will be permitted without special permission from ASIS. Targeted set-up time will be used.

If assembly of any Exhibit has not started by 2:00 pm on Sunday, September 9th, ASIS shall order the Exhibit to be assembled and the Exhibitor will be responsible for payment of expenses incurred.

Dismantling of Exhibits may begin no earlier than 3:30 pm on Wednesday, September 12th. All displays, crates, etc., must be removed from the Exhibit Hall by no later than 12:00 noon on Thursday, September 13.

Exhibitors will be notified of any changes to this schedule at least 90 days in advance of the Annual Seminar and Exhibits.

Limitation of Liability/Indemnification

Exhibitor agrees to defend, indemnify and keep harmless ASIS, its officers, agents, employees, servants, and staff members and/or directors (the indemnittees) against all liabilities, judgments, costs and expenses which may in any way accrue against them (the indemnittees) in consequence of entering into this agreement, including any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits or liability on account of, or related to, any act or omission, or alleged act or omission of the exhibitor or any of its officers, agents, employees or

servants. Exhibitor clearly and unequivocally assumes liability for and agrees to defend, indemnify and hold harmless the indemnittees for their (indemnittees') own negligent acts, or failure to exercise due care, whether their liability arises from their sole or concurrent negligence, and whether said negligence is found to be "active" or "passive."

Without limiting the generality of the foregoing, Exhibitor's duties hereunder extend to the service contractors of ASIS, the Philadelphia Convention Center, and any of their officers, agents, staff members or directors. Claims for loss, injury or damage by fire or theft, which may occur to an Exhibitor or to his agent, employees, or invitees, or to his or their property or wares, arising from any cause whatsoever, prior, during or subsequent to the period of this Exhibit; and loss to any person as a result of serving alcoholic beverages in any exhibitor hospitality suite, or at any function sponsored or controlled by an exhibitor are likewise intended to be included within the scope of this indemnification clause.

Exhibitor shall be liable to indemnittees for all expenses, including court costs and attorneys' fees incurred by indemnittees in connection with any such claims, suits or liability, and/or in connection with any claim by indemnittees against Exhibitor arising out of the provisions of this clause.

Insurance

Exhibitor agrees to procure and maintain at all times the following:

Commercial General Liability (CGL) - minimum limit of \$5,000,000 occurrence and aggregate to include personal injury & contractual liability. Worker Compensation - as may be statutorily in the jurisdiction where services are to be provided or performed and employer's liability of \$1,000,000 each accident/\$1,000,000 disease/\$1,000,000 per employee. Automobile Liability — including hired and non-owned vehicles with minimum limits of \$2,000,000 CSL (combined single limit). All coverage must be written with carriers that are admitted in the jurisdiction where services are to be provided and have at least a rating of A VIII or better in the current AM Best guide.

Exhibitor will direct insurance carrier(s) to include ASIS International (including its directors, officers, employees, agents and assigns) and the Philadelphia Convention Center as additional insured. The exhibitor insurance policy must provide the following: (i) coverage to apply as primary without contribution from other sources, (ii) policy contains a waiver of subrogation provision and (iii) no cancellation or material change in coverage will be made without thirty (30) days prior written notice to ASIS. A current certificate of insurance reflecting the above requirements must be on file with ASIS prior to entry to the exhibit floor.

Exhibitors wishing to insure their materials, goods and/or wares on display in the Exhibit against theft, damage by fire, accident, loss or liability of any kind, must do so at their own expense.

ASIS will provide security guard service throughout the entire meeting including the official periods of Exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by Exhibitors as guaranteeing them against loss or theft of any kind.

Licensing Fees

Exhibitors are responsible for paying all licensing and royalty fees that may be due as a result of exhibitors use of any copyrighted materials in the booth. This especially applies to music license fees for live, recorded or mechanical music used in videotapes; music tapes or otherwise that are due to ASCAP, BMI, or other copyright owners. In the event that ASIS is sued for, held liable for, or pays any such fees, the exhibitor shall be liable to ASIS for all amounts paid, including all costs and expenses such as attorneys' fees.

Exhibiting Schedule

Scheduled Exhibit Hall hours will be sent to Exhibitors at least 60 days in advance of the Annual Seminar and Exhibits. All booths must be open and staffed during all published show hours.

Exhibitors' Personnel

ASIS will provide Exhibition badges which must be worn at all times by Exhibit personnel. Badges will be provided at a rate of eight badges per 10x10 booth rented. Additional orders for badges to be prepared on site will be subject to additional charges. Exhibit personnel will not be required to register for seminar business and social events and will be provided with a limited number of tickets to the President's Reception. Additional tickets as well as luncheon tickets may be purchased on an individual basis.

Official Exhibits Decorator

An Official Decorator has been selected by ASIS to coordinate all efforts in regard to the Exhibition. The Exhibits Decorator is: Arata Expositions, Inc., 15928 Tournament Drive, Gaithersburg, MD 20877, telephone (301) 921-0800. Arata Expositions is responsible for furniture rental, space decorations, installation and dismantling of Exhibits, labor, drayage services, cleaning and signs.

Freight

The Philadelphia Convention Center is not permitted to accept any shipments of freight from exhibiting companies. At least 60 days in advance of the Exhibition, ASIS will supply Exhibitors with an address to which all freight shipments should be directed.

Additions to Rules and Regulations

It is expressly understood and agreed to by the Exhibitor that the Rules and Regulations of the Exhibition as issued or amended by ASIS are hereby made an integral part of the Contract and of the agreement between the Exhibitor and ASIS and to the same extent and effect as if said Rules and Regulations were set forth in full in the Contract. ASIS will attempt to avoid, but will not be held liable for, any error or omission in the Show Program Guidebook or any preliminary promotional materials. The following provisions, plus any additions and amendments (including the Exhibitor Service Manual) thereto that may hereafter be established by ASIS, become binding upon acceptance of this contract between the applicant, its employees, agents and ASIS.

Arbitration

If any controversy should arise between the parties relating to this agreement or the failure or refusal of any party to perform the whole or any part hereof, the parties will submit such matter to binding arbitration before a single neutral arbitrator. Matters subject to arbitration include any and all claims, actions, and suits arising out of or in any way relating to this agreement, regardless of whether the claim alleges or is based upon tortious conduct (including negligence) or any other theory at law or in equity. By way of example, and not restriction, the duty to arbitrate shall expressly include (a) any matters in which one party names one or more employees of the other as individual defendants (with such individual employees to be considered third party beneficiaries of this limitation) and (b) any matters arising out of or related to the undertaking, breach, non-renewal, or termination of this agreement. The only disputes that shall be excepted from this duty to arbitrate are disputes regarding: (a) liabilities to third parties arising out of indemnified matters; and (b) the use or retention of either party's intellectual property or confidential, proprietary, or sensitive information. Any claim for arbitration must be brought via a written arbitration demand filed with the American Arbitration Association within one year of the date of the underlying activities giving rise to the dispute (regardless of when the complaining party learns or could have learned of any particular facts surrounding the dispute). The parties agree to this provision and thereby waive their right to arbitrate or otherwise contest in any forum any dispute related to this agreement outside the scope of this one-year limitation. The parties make this waiver notwithstanding any longer periods generally available for arbitrating or litigating disputes under any otherwise applicable statutes, common law, or other authority. This agreement shall be governed by the laws of the Commonwealth of Virginia and venue shall be in Alexandria Virginia and no other place.

I have read and agree to all the rules and regulations of this contract.

(Please initial and date) _____