

CORROSION

Conference & Expo **2019**
 March 24-28 • Nashville, Tennessee

Exhibit Space Contract

Music City Center • Nashville, TN, USA

1

Company Information as to be Listed in Official Program

Company name: _____

Company address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Company Phone: _____ Company Fax: _____

E-mail: _____

Company Website to be listed in the Directory: _____

Contact and Mailing Information for Conference Correspondence

Contact person's name: _____

Title: _____

Phone: _____

E-mail: _____

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Exhibit Space Preference and Rate

NACE 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 NACE.

Please list your choice of location on the Expo floor by preference:

1st _____ 2nd _____ 3rd _____ 4th _____

Please check if you require space in the International Pavilion

Shell Scheme Package \$4,500 USD

Please check the type of exhibit space configuration you require.

Island Exhibit Display

Size: _____ ft x _____ ft = _____ ft x \$30 + \$200 USD corner premium = _____
 **Minimum of 400 square feet or 20' x 20'

Linear Exhibit Display

Size: _____ ft x _____ ft = _____ ft x \$30 USD = _____
 Plus _____ corner(s) x \$100 USD = _____

Additional Services

Web Tracker Link

This additional exposure feature allows attendees to link directly to your Website from the Floor Plan located on the CORROSION Conference & Expo site for \$350 USD. Hits may be tracked by the customer when an unique URL is supplied.

Product Showcase

Want to show off your products? Increase consumer awareness of your products & services at CORROSION with the Products Showcase. Includes 3' x 2' display area with electricity for \$500 USD. In addition, your product photo and description along with your booth number will be listed on the Product Showcase page found on the CORROSION Conference & Expo site.

TOTAL EXHIBIT FEES

Yes, I'm interested in and would like to hear more about:

Pre & Post Marketing Opportunities Sponsorship Opportunities

For more information contact Diane Gross at +1 281-228-6446 or sales@nace.org

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Payment Information

Payment schedule:

- 50% **NON-REFUNDABLE** deposit of the total exhibit space amount must be received at NACE Headquarters by June 1, 2018
- Final 50% of the total exhibit fee must be received no later than October 1, 2018, **WITHOUT REFUND** except as otherwise expressly stated in Section 4 on the back of this form
- After October 1, 2018, all applications must be accompanied with **full payment WITHOUT REFUND**

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

NACE International, **Attn: Jackie Hune**

15835 Park Ten Place, Houston, Texas 77084, fax to +1 281-228-6327

or e-mail: **Jackie.hune@nace.org**

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

If paying by credit card, fill out section below.

Credit card MasterCard VISA AMEX Discover

Card number: _____

Expiration date: _____

Name on card: _____

Signature: _____

50% of the total exhibit fees is due on June 1, 2018. Final payment of exhibit fees is due no later than October 1, 2018.

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Authorization

We (the Exhibitor) apply for exhibit space at CORROSION 2019 (the Show), March 24-28, 2019, at the Music City 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 NACE** 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 NACE for efficient or safe operation of the Show.

AUTHORIZED SIGNATURE: _____

Printed Name: _____

Title: _____

Date: _____

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FOR NACE USE ONLY

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

Booth No.(s): _____

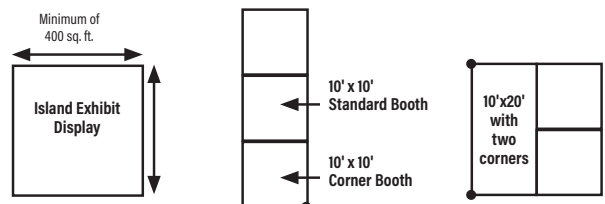
Display Type: _____

Account Executive: _____

Date: _____

Authorized by NACE: _____

Jackie Hune, Program Manager, Exhibits



For more information, visit nacecorrosion.org

CORROSION 2019 Rules & Regulations

1. Show Sponsorship and Management: CORROSION 2019 (the Show) is produced by and is the property of NACE International (NACE). The NACE Expositions Division (Management) organizes the Show according to NACE 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, which may be modified 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), complete registration list after the Show, promotion and publicity, free exhibit passes, and five exhibit staff registrations. **Payment Schedule:** A deposit of 50% of the total exhibit fees must accompany this contract and be received at NACE Headquarters by June 1, 2018; remaining balance of the total exhibit fees must be received by October 1, 2018. **Any space not fully paid by October 1, 2018, will be subject to cancellation and reassignment without notice.** 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 prior 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, 2018, there will be no cancellation charge. If notice of cancellation is received after June 1, 2018, and before October 1, 2018, the Exhibitor shall be obligated and agrees to pay a cancellation charge of 50% of the total exhibit fee. If notice of cancellation is received October 1, 2018, or later, 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 cancelled Exhibitor. Both NACE and Management 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 2:00 pm, Monday, March 25, 2019, 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 Phoenix 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 NACE (a "Force Majeure Event"), or for any other reason, this contract may be terminated by NACE. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability for NACE shall be to return to each Exhibitor any payment made hereunder less its prorated share of all costs and expenses incurred and committed by NACE in connection with the Show.

7. 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.

8. 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 an Official Contractor's faulty or unfair work. Management recommends, but does not require, that Exhibitors use Official Contractors. An Exhibitor who wishes to use its 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. Exhibitor shall require any Exhibitor-Appointed Contractor to abide by all Show Rules and Regulations and to indemnify NACE and Management for any and all claims and actions caused by such contractor's negligence or willful misconduct. In no instance shall NACE be responsible for the conduct of any Exhibitor-Appointed Contractor or their employees. NACE assumes no responsibility for performance failure by contractors.

9. Operations of Exhibits: All exhibitors must adhere to booth rules and regulations. A copy of the booth rules and regulations can be found on the CORROSION website or by contacting NACE Headquarters. NACE reserves the right to interpret and make final decisions regarding all rules and regulations. Booth rules and regulations are subject to all exhibitors, its agents and employees who shall use and occupy the exhibit space.

10. Insurance: Insurance for fire, property, public liability, and theft must be taken out by Exhibitor at its own expense. The insurance is to cover the full period of occupancy of the premises by Exhibitor, its agents and employees. Neither NACE nor Management shall be liable for any damage to or loss or theft of Exhibitor's space or property.

11. Indemnification: Exhibitor agrees to indemnify and hold harmless management and nace and their respective officers, agents, and employees (collectively, the "indemnitees") from and against any and all claims, costs, damages, expenses, and liabilities of any nature or kind arising out of or in any way connected to its failure to comply with its obligations or duties hereunder regardless of the cause or of the joint, comparative or concurrent negligence of the indemnitees.

12. Limitation of Liability: NACE and Management may be held liable for loss, injury, or damages sustained by Exhibitor or Exhibitor's personnel (i.e., Exhibitor's agents, servants, invitees, guest, or employees) only to the extent such loss, injury, or damage are solely caused by the gross negligence or willful misconduct of NACE or Management or their respective agents or employees, and not otherwise. Neither NACE nor Management shall be responsible for any loss of business, loss of profits, injury, damage, or expense, of whatever nature that the Exhibitor may suffer due to Event cancellation as a result of a Force Majeure Event or other conditions that render the Event impracticable in Management's sole determination. In no event will NACE's and Management's combined liability for any and all claims, costs, damages, expenses and liabilities arising out of or in any way related to this Exhibit Space Contract exceed the amount paid to NACE by Exhibitor under this agreement. Under no circumstances will NACE or Management be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if NACE has been advised of the possibility of such damages) arising from any provision of this Agreement, including but limited to, the exercise by NACE of any of its rights under this Agreement.

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

14. 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.

15. 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 with respect to the subject matter of this contract, 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 NACE Shows. All exhibits must be dismantled, packed, and removed from the hall by noon on Friday, March 29, 2019. Only authorized personnel or representatives of the Exhibitor will be permitted in the hall during installation or dismantling of the Show. However, and notwithstanding the foregoing, no one under the age of 21 will be allowed access to the hall during installation or dismantling.

16. Notices: All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

17. Assignment: Exhibitor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this contract without the prior written consent of Management.

18. Waiver: No waiver by any party of any of the provisions hereunder shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this contract shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. No Third-Party Beneficiaries: This contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

20. Governing Law; Venue: This Contract shall be governed by and construed in accordance with the laws of the State of Texas 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 Harris County, Texas, and the parties hereby waive any objections to service of process for said venue.

21. Severability: If any term or provision hereof is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. Competing Events: Exhibitors shall not conduct any competing event of more than 50 people during official CORROSION 2019 conference hours. The penalty to an exhibitor for scheduling an event during exhibit hours will be minus two priority points.

23. Exhibitor Move-In: Sunday, March 24, 2019, 8 a.m. – 6 p.m.
Monday, March 25, 2019, 8 a.m. – 2 p.m.

