

SAE 2012 30th Annual Brake Colloquium & Exhibition

September 23-26, 2012 ■ Town & Country Resort ■ San Diego, CA ■ USA

CONTRACT FOR EXHIBIT SPACE

Company Name: (as you want company name to appear) _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: (who will be making booth arrangements) _____ Web Address: _____

Signature: _____ (cannot be processed without signature)

Completion and submission of this form constitutes agreement to Terms and Conditions below.

Exhibitor agrees to enclose a 50% deposit with this executed agreement. Exhibitor also agrees to remit the balance of the fee by May 25, 2012. For all executed agreements after May 25, 2012 the exhibitor agrees to enclose 100% of the total rental cost.

- Basic Exhibit Fee is \$2650 per 10x10' space add \$250 per exposed corner** Booth Number: 1st choice: _____ 2nd Choice _____
Fee Includes:
- Draped back wall and side rails
 - Recognition in Event Directory – print and On-line
 - Four Exhibitor Badges – Includes Lunches
- Dimension: _____ Exposed Corners: _____
Total: \$ _____
- PLUS Option: Fee is \$3150**
Includes all benefits above PLUS:
- Four (4) additional Exhibitor Badges
 - Four (4) additional Lunch tickets (per day)

*Exhibitors will be assessed a \$150 P/P registration fee which will be refunded after verification of their stay at the Town & Country Resort.

IMPORTANT: Exhibitor agrees to the Terms and Conditions that accompany this contract. The exhibit space will be assigned by SAE according to the SAE Exhibition Rules and Regulations and the best interest of the Display and SAE as a whole.

CANCELLATION: Read the cancellation clause (Items 3 & 4) of the Terms and Conditions.

NO REFUNDS WILL BE ISSUED AFTER MAY 25, 2012

PAYMENT METHODS:

Please make checks payable to SAE International, complete the contract and mail with payment to: SAE International, Accounts Receivable, 400 Commonwealth Drive, Warrendale, PA 15096-0001 or fax to: **724-776-4026** with credit card payment info.

Credit Card (Type) _____ Card No: _____ Exp. Date: _____

Amount: \$ _____ Signature: _____ (cannot be processed without signature)

Wire/Bank Transfer Information: SunTrust Bank Account # 206706413, ABA # 061000104, Swift Code – SNTRUS3A

SAE USE ONLY

Application Received: _____ Booth No. Assigned: _____ Booth Size: _____

Exposed Corners: _____ Total Cost of Space: \$ _____

1. Booth Construction and Services

Exhibition booths and other material intended for use within the exhibit space must comply with SAE Show Management Rules and Regulations which are in effect at the time this contract is signed.

Booth plans must be submitted to SAE Show Management for approval not less than ninety (90) days prior to the opening date of the exhibition.

2. Installation and Dismantling of Exhibits

Installation and dismantling of exhibits may not begin before the specified starting times and must be completed by specified completion times.

3. Cancellation or Reduction of Exhibit Space

In the event of an exhibition space cancellation and SAE receives written notice of such cancellation more than one-hundred and twenty (120) days prior to the opening date of the exhibition then SAE shall retain a service charge equal to fifty (50) percent of the rental cost of the space. If a cancellation takes place less than one-hundred and twenty (120) days of the opening day of the exhibition, the exhibitor is liable for 100% of the rental cost of the space.

In the event of an exhibit space reduction and SAE receives written notice of such reduction more than one-hundred and twenty (120) days prior to the opening date of the exhibition, then SAE shall retain a service charge equal to fifty (50) percent of the rental cost of the space not used.

4. Space Payment

Payments due are according to the *Exhibit Space Assignment Terms* described in the exhibit space contract. Those contracts requiring a deposit of at least fifty (50) percent of the highest rental cost of any requested space must accompany the contract. The balance of those contracts requiring a deposit is due no later than one-hundred and twenty (120) days prior to the opening of the exhibition. Failure by the exhibitor to pay the total rental cost by the due date may be considered a cancellation of exhibit space by SAE Show Management and may result in the exhibitor being prohibited from participation in the exhibition. Purchase orders will not be recognized as an acceptance of the Exhibit Space Contract. Exhibits may not be erected unless the total rental cost has been received by SAE.

5. Termination or Interruption of Exhibition

In the event the site where the exhibition is to be held, in the sole determination of SAE, becomes unfit for occupancy or is substantially interfered with by reason of picketing, strike, embargo, injunction, act of war, act of God, act of terrorism, fire, emergency declared by any government agency, or by virtue of any ordinance or law of any Municipal, State, or Federal governmental agency or any act beyond the control of SAE, this agreement may be terminated by SAE.

In the event of such termination, the exhibitor waives any and all damages against SAE.

6. Liability and Indemnification

Neither SAE 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 exhibitors shall rent exhibit space at their sole risk. Neither SAE 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 SAE and/or the site for any damage done to the building and/or the furniture and fixtures contained therein which shall occur through acts or omissions of the exhibitor, its employees, agents or servants.

The exhibitor hereby assumes the entire and full responsibility and liability for and agrees to indemnify and hold harmless SAE International, its officers, directors, members, staff and

other representatives from and against any and all claims, damages, injury (including without limitation, death at any time resulting there from), loss or expense (including without limitation, all attorney fees and other expenses of any arbitration or litigation) of any nature 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.

7. Restrictions

- **WITHOUT EXCEPTION, NO SELLING OR ORDER-TAKING MAY OCCUR IN THE EXHIBITION OR WITHIN OTHER CONVENTION FACILITIES PROVIDED.**
- Recruitment activities on the exhibit show floor will be limited to SAE Career Fairs and SAE career-related activities unless otherwise approved by SAE Show Management in advance.
- Booths must be staffed by technical specialists who are qualified to discuss engineering details of the development and products/applications of their company. Competitive products/applications may not be displayed, referenced, or otherwise employed for comparative purposes.
- Exhibitors must not schedule, foster, or conduct outside activities that would take qualified attendees from the exhibit during exhibit hours.
- Exhibitors may not have any media outlets (radio, television, etc.) broadcast from their booth or any other conference area without the expressed written consent of SAE International.
- Any distribution of literature or samples must be limited to the exhibitor's booth, technology salon or hospitality suite.
- Sub-leasing or multiple company sharing of exhibit space is subject to the following conditions:
 - (a) National Government, Trade Associations and Manufacturers' Representatives may contract for a multiple company exhibit
 - (b) Minimum space allocation shall be 100 square feet per company represented.
 - (c) All co-tenants agree to be bound by the terms and conditions of this contract.

8. Insurance

The exhibitor must, at own expense, obtain and maintain Comprehensive General Liability insurance, on an occurrence based policy, with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate combined singled limit bodily injury/property damage (including products and completed operations coverage and host liquor liability), Automobile Liability insurance no less than \$1,000,000 combined singled limit and Workers' Compensation (statutory limits) coverage. Exhibitor shall provide SAE International with one current certificate of insurance reflecting evidence of coverage listing SAE International as additional insured no less than 30 days in advance of show date.

Interpretations and Amendments

SAE reserves the right to interpret these regulations as it deems proper to ensure the success of the exhibition and to further the educational purposes of SAE International. The exhibits are intended to supplement the information disseminated at the technical sessions.