



Exhibitor Application & Contract

Company Name _____

Contact Name _____ Title _____

Company Address _____

City _____ Province/State _____ Postal Code/Zip _____

Phone _____ Ext. _____ Fax _____ Country _____

E-mail _____ Web site _____

Exhibit Information (All booths are 10' x 10' or 100 square feet or as otherwise noted)

BSCAI Member: Corner \$1,700 BSCAI Member: Inline \$1,625 Non-Member: Corner \$2,200 Non-Member: Inline \$2,100

Booth Number Preference:

1. _____ 2. _____ 3. _____ 4. _____

Product Information

What is the nature of the product/service you plan to showcase/demonstrate?

Location Preference

Companies I prefer to NOT be adjacent to: _____

Payment Information (Full payment is due with application)*

Check (Made payable to BSCAI) VISA MasterCard American Express Diners Club

Credit card payments may be sent via fax to 312.644.0575; Attn: Kelly Zaharski.

Total Amount Due: \$ _____

Card Number _____ Exp. Date _____

Cardholder's Name _____

Signature (authorizes payment) _____

***Important Notice — please read and sign**

The BSCAI Rules & Regulations apply to all activities related to the 2009 BSCAI Annual Convention & Trade Show exhibit and sponsorship commitment. All Rules & Regulations should be read carefully before signing. Please forward the Rules & Regulations to the appropriate Show Coordinator or individual(s) responsible for your participation at the 2009 BSCAI Annual Convention & Trade Show.

Upon signing of this Application & Contract, the exhibitor acknowledges that they have read, understand and will abide by the BSCAI Rules & Regulations for the 2009 BSCAI Annual Convention & Trade Show, which are a part of this contract and will comply with all conditions under which the event space at the event facility is leased to BSCAI. Cancellation of exhibitor participation is subject to penalty, per the BSCAI Rules & Regulations. All cancellations must be directed in writing to: **BSCAI, 401 N. Michigan Ave., Suite 2200, Chicago, IL 60611; Fax 312.644.0575; E-mail: kzaharski@bscai.org.**

Signature _____ Date _____

PLEASE NOTE: Per BSCAI's Rules & Regulations payment and cancellation terms (see #2 and #3 on Rules & Regulations) full payment must accompany the 2009 BSCAI Annual Convention & Trade Show Exhibitor Application & Contract.

Return this application with your payment to:

BSCAI, 2841 Paysphere Circle, Chicago, IL 60674 Attn: Kelly Zaharski, Ph: 312.673.5767; Fax: 312.644.0575; E-mail: kzaharski@bscai.org.

2009 BSCAI Annual Convention & Trade Show Rules & Regulations

1. Eligibility

The 2009 BSCAI Annual Convention & Trade Show is open to companies whose products and services are directly related to the building service contractors industry. BSCAI reserves the right to refuse rental of display space or sponsorship to any company whose display of goods or services is not, in the opinion of BSCAI, compatible with the general character and objectives of BSCAI.

Application of space is not an assurance of eligibility. All applications are subject to review and BSCAI reserves the right to refuse any application for any reason deemed appropriate by the BSCAI Board of Directors.

BSCAI reserves the right to revoke exhibit privileges based on intellectual property violations, unfair trade practices or other activities in the industry deemed illegal, unethical or contrary to the best interests of BSCAI.

BSCAI reserves the right to remove, at exhibitor's expense, any merchandise deemed by the BSCAI Board of Directors as not suitable for display at BSCAI events. BSCAI reserves the right to revoke a company's exhibit agreement should the company's products and/or services be considered ineligible by the terms listed above.

Eligible exhibitors are those who are BSCAI members and in good standing with BSCAI. BSCAI reserves the right to revoke an exhibitor's and sponsor's privileges and terminate this agreement. If BSCAI terminates this agreement for reasons other than those set forth in section 3 below, BSCAI will return to the exhibitor/sponsor all deposits or fees paid by such exhibitor/sponsor.

2. Payment Terms

To confirm exhibitor/sponsor participation full payment must accompany or be paid within 30 days of signing the event application and contract. If any exhibitor/sponsor fails to perform any other term or condition of the contract or fails to observe and abide by these contract conditions/rules and regulations, BSCAI reserves the right to terminate the contract immediately without refund of any monies previously paid.

3. Cancellation

If exhibitor/sponsor participation is canceled by the exhibitor/sponsor prior to October 1, 2008, the exhibitor/sponsor will receive a 50% refund for the total amount contracted. If cancellation is made after October 1, 2008, there will be no refund and exhibitor/sponsor participation contracted for must be paid for in full. Cancellations must be directed in writing to BSCAI. BSCAI assumes no responsibility for including the name of the canceled exhibitor/sponsor or a description of their products in the show catalog, brochures, news releases, or any other materials concerning the show. Any space not claimed and occupied prior to two (2) hours from event start time may be resold or assigned by BSCAI without obligation on the part of BSCAI for any refund whatsoever unless special arrangements have previously been made with BSCAI in writing. If any circumstances or event beyond the control of BSCAI causes cancellation of all or any portion of the event, BSCAI agrees to refund any portion of the registration fee for which BSCAI is reimbursed by insurance or other third party and shall not be liable for any other refund or payment arising from the cancellation or for other liability or damages arising from the event.

4. Assignment of Space

Space will be assigned at the discretion of BSCAI Show Management for participants who are fully paid and in good standing with BSCAI.

5. Set-Up and Dismantle

Installation period:

Thursday, March 5 10:00 a.m. – 5:00 p.m.
Friday, March 6 8:00 a.m. – 5:00 p.m.

All exhibits must be installed and show ready by 5:00 p.m. on Friday, March 6.

Dismantling period:

Sunday, March 8 2:00 p.m. – 10:00 p.m.
Monday, March 9 8:00 a.m. – 11:00 a.m.

Set-up and dismantle hours are subject to change, in which case all exhibitors will be notified in writing.

If an exhibitor is not set up by the time specified in the exhibitor services manual, BSCAI reserves the right to reassign such space to another exhibitor or to make other use of the space as deemed necessary or appropriate at the expense of the exhibitor.

Exhibits are to be kept intact until the closing of the exhibition hall. No part of an exhibit shall be removed during the events without special permission from BSCAI. Any exhibitor who begins the dismantling of its display before the close of the show will lose priority status in future BSCAI events and may altogether lose the privilege of exhibiting and or sponsoring at future BSCAI events. All freight must be removed from the Hyatt Regency Chicago by 5:00 p.m., Monday, March 9, 2009. If exhibits are not removed by this time, show management has the right to remove exhibits and charge the expense to the exhibitor.

6. Show Hours

At the time of this writing, it is anticipated that the show hours will be as follows:

Saturday, March 6 10:15 a.m. – 3:30 p.m.
Sunday, March 7 10:30 a.m. – 2:00 p.m.

Exhibitors will be notified in writing of any changes prior to the Exhibition.

7. Subletting of Exhibits and Prohibited Uses

Exhibitors/sponsors are prohibited from assigning or subletting any part of their participation. Nor shall they demo or permit to demo in their space any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of BSCAI, without a written request and approval from BSCAI. BSCAI reserves the right to terminate any portion of the sponsor participation that is not in accordance with these rules without prior approval.

8. Food & Alcoholic Beverages

The serving of alcoholic beverages by exhibitors in any part of the exhibit area is allowed. All food and/or beverage service must be approved in writing by BSCAI and the host hotel's exclusive catering vendor. All associated fees and liabilities are the responsibility of the sponsor/exhibitor.

9. Use of Space – General

All marketing activities of each exhibitor/sponsor must be confined to the exhibitor's/sponsor's allotted booth space. Exhibitors/sponsors expressly agrees not to hold any activity that, in the sole opinion of BSCAI, creates a material adverse effect on attendance during the hours of the events. If clarification is needed on a specific activity, please submit it to BSCAI for approval.

10. Special Visual and Audio Effects

Audio-visual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of BSCAI, do not interfere with the activities of neighboring exhibitors/sponsors. Operational equipment may not be demonstrated outside of exhibitor's booth space or create noise levels objectionable to neighboring sponsors.

11. Hospitality Suites, Meetings Rooms & Special Events

The following rules are intended to enhance the general image of BSCAI, promote attendance at the Exposition and avoid scheduling conflicts between officially scheduled functions of BSCAI, i.e., exposition and program sessions and activities, and other exhibitor/sponsor sponsored activities.

Any exhibitor/sponsor desiring to hold activities for the benefit of those attending the Convention that require the use of a suite or meeting room must submit to BSCAI a written description of the planned function including the days, dates, and hours of the function no less than 30 days prior to the commencement of the Convention.

Exhibitor/sponsor activities held for the benefit of those attending the Convention cannot begin until at least 30 minutes after the conclusion of the final sponsored Convention activity or as requested by BSCAI, and they are strictly forbidden prior to the beginning of each Convention day.

Hospitality suites by definition shall include, but not be limited to, any room or gathering place where food, drink, and/or entertainment are available whether or not advertised or announced. Exhibitors/sponsors allowed to obtain Hospitality suites agree not to open them until at least 30 minutes after the conclusion of the final sponsored Convention activity or as requested by BSCAI. Suites within the general sleeping areas of the hotel must close by 1:00 a.m.

Advertisement of hospitality suites or other exhibitor/sponsor activities may take place only in the contracted booth space or by mail prior to the show.

Exhibitors/sponsors or anyone representing their company are forbidden from holding paid seminars within the city that the exposition is taking place four days prior to or four days following the Convention. Only management peer group or other non-selling meetings will be allowed, pending written approval, by BSCAI if notice is given no less than 30 days prior to the commencement of the convention.

Participating exhibitors/sponsors desiring to hold non-paid functions and activities for the benefit of those attending the Convention and who have submitted written request for approval to BSCAI of the planned function shall have their requests considered based on the following criteria: conflict with other Convention activities, conflict with other approved functions, availability of space, date of request, requesting firm is in good standing with the Convention and BSCAI.

Exhibitors/sponsors who violate these rules are subject to disciplinary action by BSCAI. Such action may include closing of a suite, exhibit or display, forfeiture of all fees and rentals paid forfeiture of right to exhibit in future expositions, loss of membership in BSCAI and censure by the BSCAI Board.

12. Exhibit Construction and Layout

BSCAI reserves the right to control the layout of the Exhibit Hall. Detailed regulations governing the construction, height and layout of exhibits will be included in the Exhibitor Services Manual. These Rules & Regulations are to be considered an addendum to this document, and are subject to the full power and enforcement as set forth herein. If you require immediate access to these Rules & Regulations, please reference your service manual under the Rules & Regulations tab or contact BSCAI Headquarters for a copy. Each exhibitor/sponsor will be held accountable for abiding by these rules and regulations governing booth construction and height limitations.

13. Booth Equipment

Standard booth equipment will consist of the following:

- Standard 10'x10' booth space
- Eight foot (8') backwall of draperies with aluminum uprights, color to be determined by BSCAI
- Three foot (3') division siderails of draperies, color to be determined by BSCAI
- One (1) 7"x44" company identification sign
- One (1) complimentary full convention registration per 10'x10' booth space. Additional full convention registrants must pay the standard registration fee to attend the event.

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2009 BSCAI Annual Convention & Trade Show Rules & Regulations *(Continued)*

- Four (4) complimentary Trade Show-only registrations per 10'x10' booth space. Additional exhibitor registrants must pay the standard registration fee to attend the event.
- Complimentary listing (50 words) in the onsite program and exhibit guide
- Company recognition in the advance program and onsite program (deadline pending)
- Company recognition and link from the BSCAI Web site
- Registered Convention attendee list pre and post convention
- Opportunity to provide one half hour hands-on demo or educational session during exhibit hall hours
- Unlimited Trade Show-only passes for your customers and/or prospects (for a \$20 fee)

Exhibitors/sponsors will be bound by the booth construction rules included in the Exhibitor Services Manual.

14. Insurance & Security/Force Majeure

BSCAI will employ security guards and take reasonable precautions to safeguard exhibitor's/sponsor's property. However, BSCAI assumes no liability whatsoever for loss or damage, through any cause, of goods, hand carried items or other materials owned, rented or leased by the exhibitor/sponsor. BSCAI requires that each exhibitor/sponsor maintain general public liability insurance against claims for personal injury, death, or property damage incident to, arising out of or in any way connected with the exhibitor's/sponsor's participation in the event, in the amount of not less than one million (\$1,000,000) dollars for personal injury, death, or property damage in any one occurrence. Such insurance maintained by the exhibitor/sponsor must be issued by an insurance company reasonably acceptable to BSCAI, include coverage of the indemnification obligations of the sponsor under these Rules & Regulations, and shall name BSCAI as additional insured. Each exhibitor/sponsor acknowledges that it is responsible for obtaining for its protection and entirely at its expense, such property insurance for its booth and display materials as the exhibitor/sponsor deems appropriate. Any policy providing such property insurance must contain an express waiver by the exhibitor's/sponsor's insurance company of any right of subrogation as to any claims against BSCAI.

Certificate of Insurance must name BSCAI as co-insured. BSCAI shall be named, as an additional insured on exhibitor's/sponsor's insurance policies and exhibitor/sponsor shall provide to BSCAI Certificates of Insurance indicating this status.

Force Majeure: BSCAI will not be responsible for cancellation, postponement or other circumstances caused by, based on or relating to situations beyond its control, including but not limited to: acts of God, (e.g. rainstorm, flood, wind, damage by the elements, earthquake, tornado, other natural disasters, etc.), terrorism, infectious disease, war, fire, strikes, acts or orders of governmental authorities or third-party responsibility.

15. Exhibitor & Sponsor's Liability and Hold Harmless

Exhibitor/sponsor releases BSCAI, its contractors and their respective directors, officers, employees, agents and members, and each of them, from any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of exhibitor/sponsor or to any other person or any loss of or damage to any property of exhibitor/sponsor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to exhibitor's/sponsor's participation in the event, and the exhibitor/sponsor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto. Exhibitor/sponsor shall indemnify, defend and hold harmless BSCAI and its contractors, and their respective directors, officers, employees, agents and members, and each of them, from and against all claims, liabilities, losses, damages, costs or expenses, including reasonable attorney's fees and costs of litigation, relating to or arising out of exhibitor's/sponsor's participation in the event, provided

that the foregoing shall not apply to injury, loss, or damage caused by or resulting directly from the sole negligence of either BSCAI or its contractors. The terms of this provision shall survive the termination or expiration of this agreement.

16. Assignment of Sponsorships

Sponsorship opportunities shall be limited to events/items/advertisements listed on the Sponsorship Application. Sponsorship participation is available only to BSCAI members.

17. Promotions, Contests, Printed Material, Etc.

All giveaway items with the exception of pens, pencils, luggage tags, pocket calendars and similar items must be submitted for approval to BSCAI prior to the event. Sideshow tactics, or other methods, including marketing material, considered by BSCAI to be objectionable, are expressly prohibited at the 2009 BSCAI Annual Convention & Trade Show. Prizes, awards, drawings, raffles, lotteries or contests may be permitted in accordance with applicable state laws and prior written approval of BSCAI. Requests for approval of such activities must be submitted in writing to BSCAI three weeks prior to the opening of the event. Distribution of promotional material to attendees' hotel sleeping rooms, public areas or in technical sessions is strictly prohibited without the prior written approval from BSCAI. Use of BSCAI hotel and Convention-related facility communication systems to promote sponsors or their products is also prohibited.

The BSCAI attendee list is intended solely for the use by companies who purchased exhibit space for the 2009 BSCAI Annual Convention & Trade Show. This list is confidential and proprietary and is provided as a courtesy and shall not be sold, distributed or otherwise provided to any outside organization, consultant or service without express written permission of BSCAI. Any violation of this policy may result in the forfeiture of participation at future BSCAI events and membership privileges within BSCAI.

18. Intellectual Property Matters

The exhibitor/sponsor represents and warrants to BSCAI that no materials used in or in connection with its demonstration infringe upon the trademarks, copyrights (including, without limitation, copyrights for music and other materials used or broadcast by exhibitor/sponsor), or other intellectual property rights of any third party. The exhibitor/sponsor agrees to immediately notify BSCAI of any information of which the exhibitor/sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor/sponsor agrees to indemnify, defend and hold BSCAI, and its agents, and successors, harmless from and against all losses, damages and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by the exhibitor/sponsor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, BSCAI shall not be liable and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of an exhibitor/sponsor.

19. Exhibit Access

Exhibiting companies displaying an exhibitor Full-Convention or Exhibitor session-only badge will have access to the Exhibit Hall during times outlined in the exhibitor services manual. This includes, move-in, show hours and move-out. Exhibitors will have access to all activities occurring within the Exhibit Hall.

Each exhibitor will be allowed unlimited trade show only passes for their customers and or prospects only. These trade show only passes will allow access to the exhibit hall only.

20. Convention Registrations

Each exhibitor will be allowed one (1) complimentary full convention registrations in each 10'x10' exhibit package. Additional full convention registrations must

be purchased at the full convention registration fee. Full registrations provide access to the general sessions, educational sessions, exhibits area, food functions and social events.

Each exhibitor will be allowed four (4) complimentary Trade Show-only registrations in each 10'x10' exhibit package. Additional exhibitor registrations must be purchased at the full registration fee.

21. Music Licensing

Exhibitors/Sponsors are responsible for individual ASCAP/BMI music licensing fees or similar statutes as may apply outside the United States if applicable to the function. Music played and/or performed, whether recorded or live, will not be covered under BSCAI's ASCAP/BMI music licensing agreement.

22. Americans with Disabilities Act/Similar Non-U.S. Statutes

Exhibitor's/sponsor's shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall hold BSCAI harmless from any consequences of failing to do so.

23. Distribution of Marketing Material

BSCAI reserves the right to cease distribution of any materials at the 2009 BSCAI Annual Convention & Trade Show which BSCAI in its sole discretion determines are contrary to the best interests of BSCAI, its members, or the event. All exhibitor/sponsor marketing activities must be confined to the exhibitor's/sponsor's allotted space. The exhibitor/sponsor agrees that, if BSCAI determines that an exhibitor/sponsor is marketing outside of its allotted space, the exhibitor/sponsor will lose the privilege of exhibiting at the 2009 BSCAI Annual Convention & Trade Show. In addition, BSCAI reserves the right to immediately remove all exhibitor/sponsor materials if a violation occurs during the Convention without issuing a refund. For further explanation please see rule #24. Distribution of promotional material to attendees' hotel sleeping rooms, public areas, or in educational sessions is prohibited without prior written approval of BSCAI. Use of BSCAI hotel and Convention-related facilities communication systems to promote exhibitor/sponsor, their products/services, or any other of their activities are prohibited during official 2009 BSCAI Annual Convention & Trade Show dates.

24. Authority of Management/ Enforcement of Rules & Regulations

BSCAI shall have the power to adopt and enforce all show attendance rules and regulations with respect to the kind, nature and eligibility of exhibitors/sponsors adopted by it or set forth herein. BSCAI has the power to enforce all rules and regulations. Show management's decision on such matters shall be final. The exhibitor/sponsor acknowledges that its failure to comply with the Rules & Regulations set forth herein will cause harm to BSCAI. The exhibitor/sponsor agrees that, if BSCAI determines that a material violation has occurred, the exhibitor/sponsor will lose the privilege of exhibiting at these and future BSCAI events. In addition, BSCAI reserves the right to immediately remove all exhibitor/sponsor materials if a violation occurs during the convention without issuing a refund. All final decisions regarding the enforcement of 2009 BSCAI Annual Convention & Trade Show policies are the responsibility of the BSCAI Board of Directors.

25. General

All matters and questions not covered by the Rules & Regulations are subject to the decision of BSCAI. These Rules & Regulations may be amended at any time by BSCAI, and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, written notice will be given by BSCAI to such exhibitor/sponsors as may be affected by them.