

CoalProTec2018

Sponsored by the Coal Preparation Society of America

EXHIBIT SPACE APPLICATION & CONTRACT

April 23-25, 2018 • Lexington Convention Center • Lexington, KY • www.coalprepsociety.org

IMPORTANT INSTRUCTIONS

Send application to:

Kathryn Dew
P.O. Box 309
Blacksburg, VA 24063
Email:
coalprotec2018@gmail.com
Phone: 352-355-8703

Exhibit Space Inquiries:

Mel Laurila
Email: gcinc@aol.com
Phone: 859-797-8119

Receipt of application & deposit may guarantee space desired. Orders taken on a first come basis. Exhibitor must be a corporate member of the Coal Preparation Society of America (CPSA).

Payment via PayPal, credit card or check made out to:
Coal Preparation Society of America OR, please enter the information below:

Card Name: _____
Cardholder Name: _____
Card Number: _____
Card Exp. Date: _____
CVC Code (on back): _____
ZIP Code: _____

COMPANY INFORMATION

Company Name _____
Street _____ Suite _____
City _____ State/Province _____
Zip/Postal Code _____ Country _____
Telephone* _____ Email _____ **Please include city and country codes.*
Key Contact Name _____ Title _____ Email _____

SPACE REQUIREMENTS AND OPTIONS

Booth Space: 10 ft. x 10 ft. – multiple space can be reserved – SEE ATTACHED EXHIBIT SPACE AVAILABILITY.

Booth Cost: US\$ \$1499 per 10 x 10 space

Dimensions of Space Requested: ____ ft. x ____ ft.

Space Preferences: 1st _____ 2nd: _____ 3rd: _____

Booth Cost: = \$ _____

I prefer not to be located near the following companies:

FOR CPSA USE ONLY

Date Received: _____

Booth(s) Assigned: _____

CPSA Acceptance _____

EXHIBIT SPACE TERMS

Please read the Contract Terms and Conditions.

- 50% of the booth cost must accompany all contracts submitted – space will not be confirmed until payment received.
- Exhibitor must be a corporate member of the CPSA in good standing or membership fee must accompany contract.
- Balance due no later than January 22, 2018
- 100% must accompany all contracts submitted on or after January 23, 2018

Cancellation/Reduction in space policy - see payment schedule on the Contract Terms and Conditions.

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Company named above. The undersigned has read the Rules and Regulations on the front and reverse of this form, and accepts the same.

Name (please print) Title

Authorized Signature Date

CONTRACT TERMS AND CONDITIONS

COALPROTEC2018 • APRIL 23-25, 2018 • LEXINGTON, KY U.S.A.
CoalProTec2018 is sponsored by the Coal Preparation Society of America. (hereinafter referred to as "CPSA").

Contract for Space: The Exhibit Space Application & Contract ("Application") and these Contract Terms and Conditions together constitute a contract between the exhibiting organization identified in the Application, hereinafter known as the "Exhibitor," and Coal Preparation Society of America hereinafter known as "CPSA", for the right to use space for the CoalProTec2018 event. Exhibitor agrees to comply with the terms and conditions set forth in this Agreement as well as CPSA rules, regulations, and guidelines relating to the CoalProTec and other directives of CPSA consistent with this Agreement.

All measurements on the floor plan are approximate and CPSA reserves the right to make such modifications as may be deemed to be necessary, making equitable adjustment with any exhibitor or exhibitors thereby affected. CPSA also reserves the right to adjust the floor plan to meet the needs of the exposition.

Installation and Dismantling of Exhibits: Delivery of freight, installation and completion of erection of exhibits will occur on April 23, 2018. The exhibits must be ready for inspection no later than 8:00 am on April 24, 2018. Should an exhibit not be set by 8:00 am CPSA reserves the right to have the Official Exhibit Services Contractor install the exhibit or remove unopened freight at the expense of the exhibitor. Dismantling may not begin until the close of the exposition on April 25, 2018.

Goods and materials used in any display shall not be removed from the exhibit hall until the exposition has officially been closed. Any exception to this rule must have the written approval of CPSA.

Dismantling must be completed and all exhibit materials removed by the final move out date and hour of CoalProTec. (NOTE: Exhibitors are advised to remove small, portable items immediately upon conclusion of the exposition.

Storage – Boxes and Packing Crates: Exhibitors will not be permitted to store boxes or packing crates in or behind exhibit booths.

Floor Plan: The floor plan for this exhibit will be maintained as originally presented wherever practicable. However, CPSA reserves the unqualified right to modify said plan to the extent necessary for the best interests of the exhibit, the exhibitors, and the industry.

Applications for Space – Conditions: Reservations must be made on the Space Application form which must contain complete information. CPSA reserves the right to reject applications for space. Exhibitor must be a corporate member of the CPSA in good standing or membership fee must accompany contract.

Payment Schedule/Cancellation or Reduction of Space/Exhibit: The payment schedule is listed on the face of the contract and below. Cancellation of this contract or reduction of space/exhibits plus must be in writing, and by mutual consent of the applicant and CPSA, except that CPSA may unilaterally cancel this contract for non-payment of any balance due by the date specified. If cancellation or reduction of space/exhibits plus is agreed to, applicant will be liable for payment based on the schedule below:

Booth Space Cancellation, Downsizing and Default Schedule for Liquidated Damages	
CANCEL/DOWNSIZE	(% of Total License Fee Differential)
BEFORE July 1, 2017	10%
ON OR AFTER July 1, 2017 THRU January 22, 2018.....	50%
ON OR AFTER January 23, 2018.....	100%

Space Assignment: Space assignment will be indicated on the accepted contract. However, should conditions or situations warrant, CPSA has the unqualified right to reassign space for the best interest of the exposition. Exhibitors must rent sufficient space to contain their exhibit completely within the confines of booth lines. Equipment may not extend into the aisles, over the aisles, or across the Exhibitor's purchased booth line. Heights and Depths addressed in the Exhibitor Kit must be observed.

Wait List: Exhibitors have an opportunity to be placed on a Wait List for an alternative location on the CoalProTec floor upon request. Exhibitors must have space reserved and appropriate payment received to be moved per the Wait List request (see Section 6).

Sharing/Subletting Space: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or have representatives, equipment, or materials in the said space.

CPSA prohibits subcontracting or assignment of exhibit space. Should an exhibitor decide to cancel, exhibit space reverts back to CPSA.

Exhibitor Personnel: Each exhibitor will furnish CPSA, in advance, the names of those persons who will staff the booth each day. Personnel will be permitted in the Exhibit Hall only during exhibit set up, operating and dismantling hours. In the event earlier admission is required, special permission must be obtained from CPSA.

Exhibitor's representatives manning the exhibit will be owners, employees or agents of exhibiting companies, and such representatives will wear proper badge identification furnished by the exposition. Such badges will be supplied upon presentation of the list of personnel by the exhibitor or by application made at the Registration Desk. Each exhibitor will place on file with CPSA the name of the representative (including contact phone number) who has primary responsibility on the floor for the Exhibitor's display, and who is authorized to make decisions for the exhibitor as requested by CPSA on-site or in the case of an emergency.

Displays and Construction: CPSA has arranged for a standard uniform booth background, including header sign with Exhibitor's name and booth number.

Equipment must be spotted within the confines of the exhibit space, and allow sufficient space for exhibitor personnel to conduct business within the space.

All demonstrations must be within the confines of the exhibit space. Aisles must not be obstructed at any time by exhibitor personnel or attendees. CPSA reserves the right to unilaterally determine if a demonstration interferes with adjacent exhibit spaces and may, if necessary, order its discontinuation.

Contractors Services: All services, such as furniture, carpeting, labor, cleaning, storage of boxes and crates, shipping and other special services must be arranged through the Official Exhibit Services Contractor. The proper forms for ordering such services are in the Exhibitor Kit. Forms should be carefully prepared and returned by the deadlines noted to avoid late charges.

Character of Exhibits: It is the desire of CPSA that each exhibitor design and create an exhibit of an attractive nature which will enhance the overall appearance of the exposition and be a credit to the industry. All exhibitors will comply with applicable clauses of the American with Disabilities Act.

CPSA reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the exposition. Exhibits must

be in good taste as determined by CPSA. It is the Exhibitor's responsibility to create an attractive display area. The exhibitor is required to provide carpet to cover the area contracted, including under carpet equipment.

Provided with the booth space rental by CPSA for a standard booth is the 8' cloth backdrop, 36" side cloth dividers, 7" x 44" identification sign.

Any part of an exhibit space which does not complement the purpose of the exhibition must be corrected at the Exhibitor's expense. CPSA reserves the unilateral right to correct any unsightly exhibit and the exhibitor agrees to pay CPSA for expenses incurred in making the necessary alterations.

Gadgets, Gimmicks, Demonstrations, Music and Sound, scantily clad individuals or other undignified promotional methods will not be permitted. Exhibitors are asked to observe the "good neighbor" policy at all times. Exhibits should be conducted in a manner not to be objectionable or offensive to neighboring booths. The use of photographers, musicians, entertainers, loud speakers, sound system equipment and noise-making devices are restricted to within the Exhibitor's booth. CPSA reserves the right to determine when such items become objectionable.

CPSA requires exhibitors to obtain music licenses through ASCAP and BMI if they intend to use Copyrighted music in their booths. CPSA is not responsible for the music used by exhibitors. Exhibitor hereby agrees to indemnify, defend and hold harmless CPSA for any and all costs or damages, including attorney's fees, related to any copyright violations that result from Exhibitor's failure to obtain the appropriate license(s).

Balloons, horns, odors, or congestion in Exhibitors' booths are not permitted.

Give-aways, demonstrations and/or entertaining the attendees in booths, must be arranged so that attendees coming into the exhibit do not block aisles or overlap into neighboring exhibits.

The operation of equipment indoors will not be permitted on a continuous basis. Operation of equipment may be approved for demonstration purposes for short periods (approximately one to five minutes), provided CPSA is notified in writing (30 days prior to the first day of the CoalProTec. Booths must be policed by each exhibitor so that disruption or noise level from any demonstration or sound system is kept to a minimum and does not interfere with others. Remember the use of sound systems or equipment producing sound is an exception to the rule, not a right. CPSA reserves the exclusive right to determine at what point a disruption or sound level constitutes interference with other exhibits and must be discontinued.

Exhibitors may be asked to discontinue any demonstrations indoors during CoalProTec hours if surrounding exhibitors lodge complaints of excessive noise or other disruptions.

Racing lights, flashing lights and strobe lights are considered offensive to neighboring booths and are not permitted unless it is part of the product demonstration.

Exhibitors may take photos or videos of their display, however, they are not permitted to directly take pictures of any other display, or instruct others to take such pictures, without written permission by CPSA and the exhibitor whose display is being photographed.

Exhibitors must respect the privacy of other exhibitors and not intrude or disrupt another exhibitor while they are conducting business on the CoalProTec floor.

Soliciting – Access to Lists, Samples & Prizes: No exhibiting firm, organization or trade publication, regardless of its product or service, is permitted to sell product off the CoalProTec floor. No soliciting of registrants shall be permitted in the aisles or in other exhibitors' booths. Samples, catalogues, pamphlets, publications, souvenirs, etc., may be distributed by exhibitors and their representatives only within their own booths.

Flammable and Hazardous Materials: Flammable or hazardous fluids, substances, or material of any nature are prohibited in the booth and in the storage area behind the booth. All decorative materials must be flame-proofed before being taken into the exhibit hall, and must comply with local fire regulations. Transferring of flammable liquids while in the exhibit hall is expressly prohibited. Electrical equipment and wiring must meet all safety codes.

Beverages and Foods: Food and/or beverages may be supplied by the exhibitor, with the prior written consent of CPSA and the Facility. Alcoholic beverages are forbidden without the express written consent of CPSA, in which case Corkage fees to the Facility may be required.

Liability: Neither CPSA, the official service contractors, exhibit hall management, nor any of the officers, directors, employees, agents, subcontractors, or representatives ("Representatives") of the above will be responsible for the safety of or any loss of or damage to property of Exhibitor or any of its Representatives for any reason, including without limitation due to theft, strikes, damage by fire, water, storm or vandalism or other causes. CPSA will take reasonable precautions to protect exhibits from such loss.

All property of the exhibitor is understood to remain in the Exhibitor's possession, custody and control in transit to or from or within the confines of the exhibit hall and subject to the rules and regulations for the exposition.

Note: Exhibitors are required to carry property and liability insurance in amounts sufficient to cover any losses or liabilities Exhibitor may incur in connection with the CoalProTec, including without limitation due to damage or loss to Exhibitor's property or injury to the person and/or property of others. By executing this Agreement, Exhibitor represents and warrants that it has such insurance in effect as of the date of the Application and that it shall maintain such insurance at least through Exhibitor's occupancy of the CoalProTec and the event venue.

Exhibitor must comply with all federal, state, and local laws, rules, and regulations, as well as the event venue's rules and regulations, including all safety regulations. Corrections will be made at Exhibitor's expense. If corrections cannot be made, exhibit shall be removed at Exhibitor's cost, with no liability accruing to CPSA. Under no circumstances may the weight of any exhibit material exceed the specified maximum floor load of the exhibit hall. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of his exhibit material to conform to the floor loading specifications.

Indemnity: Exhibitor agrees to indemnify, defend, and hold harmless CPSA and its affiliates, the event venue and its affiliates, and each of the Representatives of any of the foregoing from and against any and all third party claims, losses, actions, proceedings, damages, penalties, demands, causes of action, fees (including reasonable attorney's fees), costs, or liabilities of any kind or nature whatsoever in connection with or which are caused by or arise out of (a) any breach or alleged breach of any representation, warranty, covenant, or other provision of this Agreement by Exhibitor or anyone acting on its behalf, including any employee or contractor, or (b) the negligence, gross negligence, recklessness, fraud, or willful misconduct of the Exhibitor, its Representatives, servants, invitees, patrons, or guests.

The Exhibitor is charged with knowledge of all local laws, ordinances and regulations pertaining to business licenses, health, fire prevention and public safety affecting its participation in the CoalProTec. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor. If unusual equipment is to be installed, the exhibitor must communicate with CPSA for information concerning the facility or

applicable regulations.

CPSA will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to any of the following causes: By reason of the building being destroyed or substantially damaged by fire; act of God; public enemy; strikes; authority of law; or any other cause beyond the control of CPSA. In the event of not being able to hold the exposition for any of these reasons, CPSA will refund to each exhibitor the amount they paid for their space less a prorated share of all the expenses incurred for the exposition up to the date of required cancellation.

Damage: Exhibitors will be liable for any damage caused by fastening fixtures to the floors, walls, columns or ceilings of the exhibit building and for any damage to equipment furnished by CPSA or service suppliers designated by them.

Violation: The interpretation and application of these rules and regulations are the responsibility of CPSA. Any violation by the Exhibitor of any of the terms or conditions herein shall subject Exhibitor to cancellation of its contract to occupy booth space and to forfeiture of any monies paid on account thereof, as well as any other rights or remedies of CPSA under applicable law. Upon written notice of such cancellation, CPSA shall have the right to take possession of the exhibitor's space, remove all persons and properties of the exhibitor and hold the exhibitor accountable for all risks and expenses incurred in such removal.

CoalProTec Rules: In the event that unforeseen events make it necessary, CPSA will have the right to amend these rules and regulations or make additions thereto, and all such amendments or additions shall be made available promptly to each exhibitor.