

MARK YOUR CALENDAR for

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2005

Midwest Region

**ENVIRONMENTAL
CONFERENCE**



April 26-27, 2005

Hyatt Regency Crown Center

2345 McGee Street

Kansas City, MO

Presented By:



For More Information, Check AIM's Website at www.aimo.com!

- 1. General Event Information:** The 2005 Midwest Region Environmental Symposium (The "Event") is being organized by Associated Industries of Missouri (AIM). AIM's obligation to hold the Event is conditioned upon the facility in which the Event is scheduled to be held (the "Facility") making available the space applied for by AIM during the time period set forth above. AIM makes no representations or warranties regarding the number of persons or exhibitors who will attend the Event, such numbers being impossible to predict accurately ahead of time. You, the Exhibitor/Sponsor (hereafter the "Exhibitor") agree to abide by the terms and conditions on this page and those set forth on the front/first page of this Agreement. Exhibitor grants to AIM the right to use Exhibitor's name and logo in connection with the promotion and production of the Event. This contract shall be fully binding on the parties upon acceptance by AIM.
- 2. Event Hours:** Event hours are established by AIM and AIM reserves the right to make changes to the following schedule: **Setup**—Monday, April 25, 2005, 4:00 p.m. - 8:00 p.m. **Show Hours**—Tuesday, April 26, 2005, 7:00 a.m. - 7:00 p.m. Wednesday, April 27, 2005, 7:30 a.m. - 3 p.m. **Breakdown**—Wednesday, April 27, 2005, after show closes - 1 p.m. to 5 p.m..
- 3. Exhibit Space Assignment:** AIM shall assign exhibit space to the Exhibitor for the period of the Event only and this does not imply that the same or similar space will be held or offered for future events. Every effort will be made to respect Exhibitor's space choices whenever possible, but AIM's decision will be final. AIM reserves the right to move exhibit space after initial assignment. If AIM shall assign to Exhibitor, in lieu of the original exhibition space, such other space as AIM deems appropriate, Exhibitor agrees to use such other space under the terms of this Contract. Such re-assigned space will be the same size. AIM reserves the right to withdraw or cancel its acceptance of this contract if it determines that the Exhibitor is not eligible to participate or Exhibitor's product or services are not eligible to be displayed in the Event. AIM reserves the right to change the location and/or dates of the event.
- 4. Exhibit Space Usage:** Exhibitor shall provide adequate staff for maintenance and operation of the Exhibit during all exhibit hours. Products or services displayed must be those normally manufactured by or provided by the Exhibitor. Exhibitor shall not transfer or assign to a third party any or all portion of its rights hereunder to the exhibition space or any portion thereof (including for example, "booth sharing") without the prior written consent of AIM, which AIM may withhold at its discretion. If Exhibitor utilizes music or any third party's intellectual property, the Exhibitor shall first obtain written permission from the owner for such use as required by applicable laws. Exhibitor may not share its exhibit space with any other person or entity (including an affiliate company).
- 5. Exhibitor Conduct:** Exhibitor, and each of its representatives, shall conduct itself in a manner in accordance to standards of decency and good taste and may not interfere with other Exhibitors. Noise, music, live or recorded announcements, and lighting that are deemed objectionable or excessively loud by AIM in its sole discretion, may be prohibited, restricted or relocated. No demonstrations, solicitations, or distribution of materials or other Exhibitor activities shall be permitted outside of the Exhibitors assigned booth space, and no signs or placards may be displayed on persons or otherwise outside of assigned booth space without the prior written consent of AIM. Exhibitor shall not hold any meeting or event that conflicts with Event or conference program hours nor promote its participation in any non-AIM event without prior written consent of AIM. Exhibitors are prohibited from bringing or distributing alcoholic beverages into the exhibit hall. Exhibitors may not make sales, which result in the exchange of product or money within the exhibit hall. The operation of games of chance or lottery devices or actual or simulated pursuit of any recreation pastime is only permitted upon written consent from AIM. AIM reserves the right to prohibit or expel any exhibit which, in its sole judgement, is in poor taste, out of character, a nuisance, in breach of this Contract or otherwise reflects poorly upon the Event.
- 6. Installation and Dismantling:** Exhibitor explicitly agrees that, in the event Exhibitor fails to install products in assigned space or fails to remit payment for required space rental prior to move in date, AIM shall have the right to take possession of said space and lease same to such parties and upon such terms that it may deem proper. All displays must be fully set up prior to the opening of the Event, and all exhibits must be open for business during all Event hours. In addition, Exhibitor may not dismantle the display until the Event closes on Wednesday, April 27, 2005. Exhibitors may dismantle the display between 1:00 p.m. and 5:00 p.m. on that day. When vacated, all exhibit space shall be left in good order. Exhibitor shall not injure or deface floors or walls.
- 7. Exhibit Space and Rates:** Exhibitor agrees that all exhibit fees, all costs related to sponsoring the Event or any other amounts owed to AIM, must be paid to AIM prior to move in of Exhibitor's display into the Event or any sponsorship benefits are provided. In the event that the Exhibitor fails to pay any or all such fees in a timely manner, AIM at its sole discretion, may reassign or cancel the exhibit space or sponsorship benefits. In the event that the Exhibitor pays the exhibit/sponsor fees after such reassignment, AIM, in its sole and exclusive discretion, will assign such other exhibit/sponsor space, if then available, which AIM in its sole and exclusive discretion deems appropriate. Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein. Exhibitor shall be responsible for all collection costs and legal fees for any balance that is placed for collections. AIM shall have the right to offset the amount of any obligation owed to AIM against any amount owed by AIM to Exhibitor or to apply any payments to any other amount owed by Exhibitor to AIM.
- 8. Cleaning of Exhibits:** AIM will maintain Event aisles. Exhibitors are responsible, at their own expense, for keeping their assigned exhibit space clean and in good order.
- 9. Display Regulations:** Exhibits may not block, obstruct the general view of, or otherwise interfere with other exhibits. All exhibits shall be installed, constructed and operated in a safe manner. **Standard Booth Exhibits:** All booths have an 8' high back wall and a 36" side rail. One 7" x 44" identification sign will be furnished. Each booth will also include 2 chairs, pipe and drape, and one wastebasket. Floor plans may be revised at the discretion of AIM. AIM has final approval for all arrangements and items displayed in exhibit booth and may at its discretion require rearrangements or alternate placement of booth materials. All display materials must be flameproof.
- 10. Contractor Services and Information:** Exhibitors shall only use AIM selected contractors to provide necessary support and facilities services. AIM must approve, in advance the use of non-AIM appointed Event contractor(s), which approval (if given) shall contain the terms and conditions under which such approval is given, including insurance requirements, etc.
- 11. Photography/Video/Recording:** No photographs, video or recording of Event shall be made without the prior written consent of AIM. Exhibitor agrees that AIM may record, broadcast or take photographs or video of Exhibitor's booth space, exhibit, and exhibit personnel and Exhibitor authorizes such for any promotional use by AIM.
- 12. Registration Badge:** Exhibitor and each of its employees and representatives must apply for an official registration badge from AIM and wear such badge at all times when in the exhibit building. Badges are non-transferable, and if transferred to or used by any party other than the individual, to whom it was issued, may be canceled by AIM in its discretion.
- 13. Cancellation or Termination of Event:** If, because of fire, strike, earthquake, war, construction or renovation projects affecting the Facility, government regulation, public catastrophe, terrorism, interruption of transportation or communications, Act of God, or the public enemy, the Event, or any part thereof, is prevented from being held or is canceled by AIM, in its sole discretion, shall determine whether to refund to the Exhibitor no more than its proportionate share of the balance of the aggregate display fees received which remains after deducting expenses incurred by AIM and reasonable compensation to AIM. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fees paid. A change in name of the Event is not a cancellation.
- 14. Exhibitor Cancellation:** If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to Associated Industries of Missouri, P.O. Box 1709, Jefferson City, MO 65102, by certified mail, return receipt requested, postage prepaid. In such event, the Exhibitor shall continue to be liable for the following cancellation fees: (i) if the Exhibitor cancels this Contract before 60 days prior to the scheduled date of the Event, a cancellation fee equal to 50% of the total Contract shall apply. Because these dates are related to the Event date and not to the date of this Contract, these dates shall apply regardless of the date on which this Contract is executed. This amount is considered to be liquidated and agreed upon damages for the injuries AIM will suffer as a result of Exhibitor's cancellation. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause AIM to sustain damages which will be substantial, but are not be capable of determination with absolute precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages and not a penalty. The date of the cancellation shall be the date AIM receives the notice sent by the Exhibitor by certified mail, return receipt requested. AIM shall be entitled to cancel an Exhibitor at any time for failure by an Exhibitor or its assignee to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund of any part of any fee or any other payment. In the event that the Exhibitor cancels this Contract according to the terms and conditions contained herein, any additional decorating expenses or other costs AIM may incur as a result of such cancellation shall be

due and payable to AIM from Exhibitor upon presentation of an invoice by AIM to Exhibitor.

15. Indemnity and Limitation of Liability: Neither AIM nor the Facility, nor either of their officers, agents, employees, or other representatives shall be held liable for, and they are hereby released from any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its visitors, invitees, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Event, licensing and/or use of exhibition space hereunder, or its exhibit booth whether from negligence, earthquake, fire, theft, water, or accident of any other cause, or from AIM's or the Facility's, or either of their officers', agents', employees' or other representatives' negligence. The Exhibitor shall indemnify, defend, and hold harmless AIM and the Facility and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees, and expenses of any kind which might result or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives or breach of this contract. Neither AIM nor the Facility shall be responsible for the security of Exhibitor's products, proprietary information or exhibit materials. Exhibitor understands that neither AIM or the Facility maintains insurance covering the Exhibitor's property and liability, and it is the sole responsibility of the Exhibitor to obtain such insurance and to provide evidence thereof to AIM and/or the Facility. Exhibitor shall, at its expense, obtain from reputable insurance companies (i) liability and property damage insurance in an amount no less than \$1 million per occurrence, and (ii) workers' compensation insurance covering its employees in at least the statutory amount, and shall provide evidence of such insurance to AIM. Under no circumstances shall AIM, its agents, affiliates, employees or directors be liable for lost profits, or other indirect, incidental, consequential or exemplary damages in connection with the event. Anything of value should be secured in your own overnight accommodations.

16. Observance of Laws and Regulations: Exhibitor shall abide by and observe any laws, rules, regulations, and ordinances of any applicable government authority and all rules of AIM and the Facility in connection with its participation in the Event. In addition, Exhibitor must observe all union regulations and electrical codes to which the Facility is subject. Exhibitor shall observe and abide by any additional regulations now or hereafter set forth by

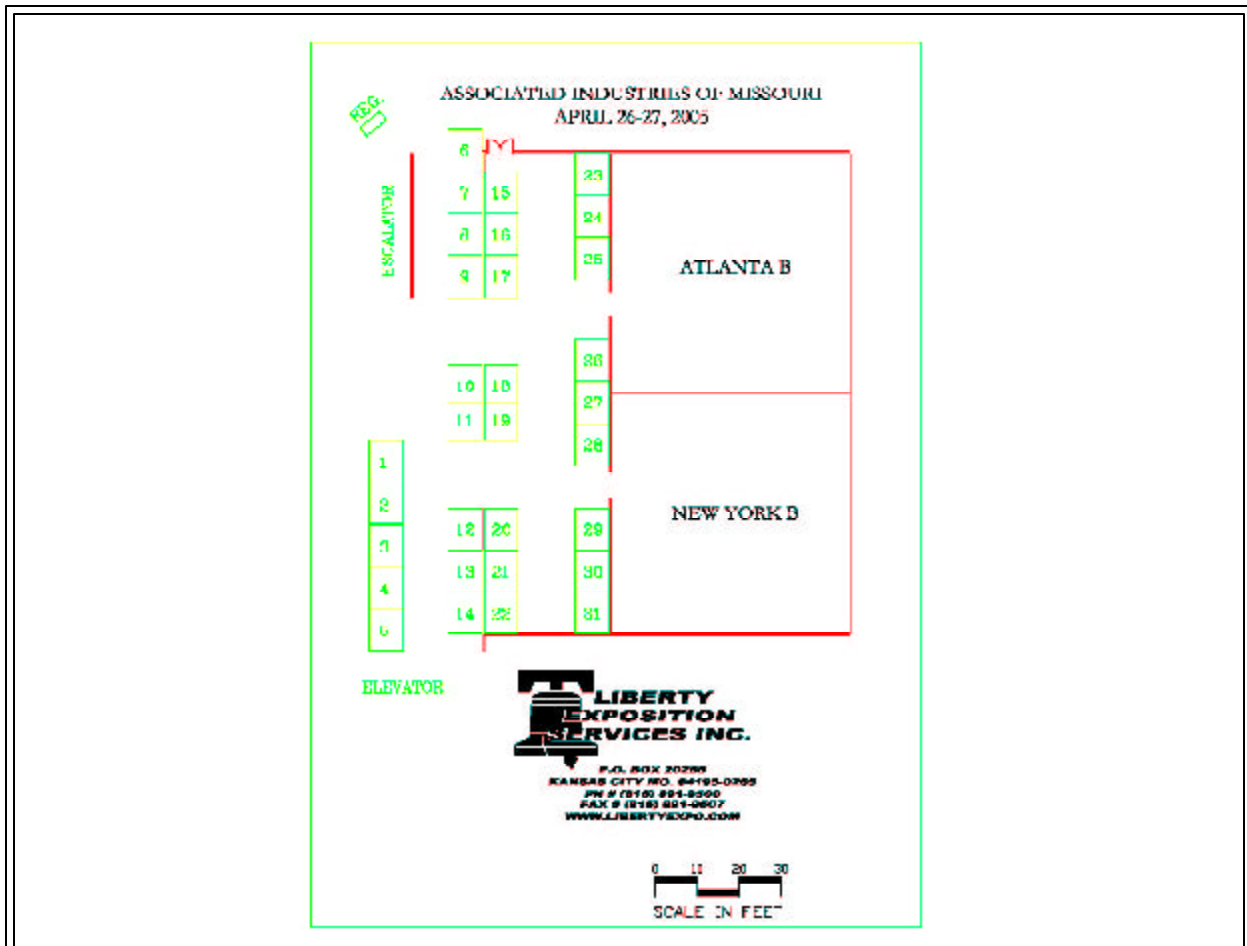
AIM for the safe, efficient and successful operation of the Event.

17. Agreement to Conditions, Warranty: Exhibitor agrees to observe and abide by the foregoing terms, conditions, and rules and by such additional terms, conditions, and rules set forth by AIM from time to time for the efficient and safe operation of the Event, including but not limited to those contained in this Contract. In addition to AIM's right to close an exhibit and cancel this Contract, AIM, in its sole judgement, may refuse to consider for participation in future events an Exhibitor who violates or fails to abide by all such terms, conditions, and rules. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT—AIM EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES. The rights of AIM under this agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of AIM. AIM shall have full power in the enforcement and interpretation of all contract terms, conditions and rules and the power to make amendments and set further terms, conditions, and rules as shall be deemed necessary in the best interest of the Event.

18. Taxes and Licenses: Exhibitor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with, the Event.

19. Disputes: Any dispute arising out of this Contract shall be governed and construed by the laws of the State of Missouri, and in any suit arising therefrom, the Exhibitor submits itself to the exclusive jurisdiction of the Federal and State courts of the State of Missouri, USA, and that venue for any such suit exclusively shall lie in Cole County, Missouri, USA.

20. Assignment and Entire Agreement: Exhibitor may not assign this Contract without the prior, written approval of AIM. AIM may assign this Contract freely. This Contract contains the entire agreement of the parties with respect to the subject matter hereof, and subject to AIM's continuing right to additional or different rules and regulations concerning the Event as contemplated and described above, this Contract may not be modified or terminated except in a writing signed by the party to be charged. The interpretation of the terms and provisions of this Contract is reserved solely to AIM, whose determinations are final and binding in all respects.





April 26-27, 2005
 Hyatt Regency Crown Center
 2345 McGee Street
 Kansas City, MO

Instructions:

1. Please read this form carefully and print or type all information. This application will not be processed unless it is signed and dated by your company's representative.
2. Applications for exhibit space will be assigned on a first come-first served space available basis.
3. Please sign and return this form to:

AIM Exhibits
 P.O. Box 1709, Jefferson City, MO 65102
 (573) 634-2246 • Fax: (573) 634-4406

4. Please retain a copy for your records.

Exhibitor Information

Company _____
 Address _____ City _____ State _____ Zip _____

Exhibit Space

The rent for exhibit space is \$595 per booth. This includes **one** base registration (\$395 value), which allows admittance for **one** person to all convention functions. Please indicate name of person to be in charge of exhibit and working the exhibit booth and to whom instructions should be sent

Name _____ Title _____
 Phone _____ Fax _____ E-mail _____

Any additional booth workers must purchase a discounted registration at \$250 each, which will permit workers to participate in meal and break functions Tuesday and Wednesday. They may also attend the sessions.

Name of person(s) purchasing additional registrations @ \$250 each: _____

Booth Location

Preferred Booth: # _____ 2nd Choice Booth # _____ 3rd Choice Booth # _____
 Please list any companies you do not want to be located near. _____
 Should booth separation supersede location request: _____ Yes _____ No

Booth Display

We will display the following items in our booth. _____
 Our company name should appear on both the program and booth sign exactly as follows: _____

Booth Requirements

Liberty Exposition Services, Inc. will be contacting you for any additional booth requirements. A discount fee will apply prior to the Symposium. On-site standard rates will apply upon availability.

- _____ **Yes** _____ **No** **I would like to be a co-sponsor for the Tuesday evening reception on April 26, 2005.**
 Minimum cost is \$250.
- _____ **Yes** _____ **No** **I will have a door prize(s) to give away at the reception.**

Agreement

We hereby agree to:

1. **TOTAL**—Attach hereto our check or credit card number payable to AIM in the amount of \$ _____
 VISA/MasterCard Account # _____ Expiration Date: _____
 2. The undersigned acknowledges that they have read and accept the terms and conditions on the back of this contract.
- Authorized Representative: Name _____ Title _____
 Signature _____ Date _____

Hotel

Hyatt Regency Crown Center
 2345 McGee Street • Kansas City, Missouri
 (816) 421-1234 or (800) 233-1234
 Sleeping Room: \$109 (single/double)
Reservations must be made by April 1, 2005 to ensure the Symposium rate. When making reservations, inform the hotel you are with the AIM Midwest Region Environmental Symposium.

Remember to return your application with the following:
 Check or credit card for payment
 Certificate of Insurance