



McCormick Place South | Chicago
 March 23-26, 2015
 promatshow.com



IMPORTANT INSTRUCTIONS:

1. Complete the entire ProMat 2015 Exhibit Space Application and Contract (A), read and initial the ProMat 2015 Space Lease (B) and Rules and Regulations (C).
2. Make a copy of the completed and signed documents (A, B and C) for your records.
3. Mail all originals (A, B and C) with payment to: **MHI** – ProMat 2015, 8720 Red Oak Boulevard, Suite 201, Charlotte, NC 28217-3992; ATTN: Sales Dept.

A ProMat® 2015 Exhibit Application And Contract

I. COMPANY INFORMATION (PRIMARY EXHIBITOR/LESSEE)

Company Name: _____ Web site: _____

Address: _____ City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Include a brief description of the products or services to be exhibited: _____

Contact Name: _____ Signature: _____ Title: _____

E-mail: _____ Telephone: () _____ Fax: () _____ Date: _____

Primary objective for exhibiting: Sales Leads Introduce New Products Seeking Distributors other: _____

II. CO-EXHIBITOR INFORMATION – 1000 SQUARE FEET MINIMUM

Please attach a separate sheet with Co-Exhibitor information if there will be more than one Co-Exhibitor.

Company Name: _____ Web site: _____

Address: _____ City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Include a brief description of the products or services to be exhibited: _____

Contact Name: _____ Signature: _____ Title: _____

E-mail: _____ Telephone: () _____ Fax: () _____ Date: _____

III. SPACE REQUIREMENTS

1. Booth #: _____ 2. Booth #: _____ 3. Booth #: _____ 4. Booth #: _____ 5. Booth #: _____ 6. Booth #: _____
 Size: _____ x _____ Size: _____ x _____ Size: _____ x _____ Size: _____ x _____ Size: _____ x _____ Size: _____ x _____

IV. TERMS OF PAYMENT

Lessee hereby agrees to pay a rental fee for the use of the assigned exhibit space for the exhibition operating periods as follows:

1. On or before March 31, 2014 – A total of ten percent (10%) of the cost of exhibit space is due.
2. April 1, 2014 – A total of twenty-five percent (25%) of the cost of exhibit space is due.
3. August 1, 2014 – A total of fifty percent (50%) of the cost of exhibit space is due.
4. October 1, 2014 – A total of one hundred (100%) percent of the cost of exhibit space is due.

Initial payment due must accompany the completed application.

Please refer to Section B: ProMat 2015 Exhibit Space Lease, Section I., item 6 – Cost of Exhibit Space; item 8 – Terms of Payment; and item 9 – Cancellation or Reduction of Space.

V. METHOD OF PAYMENT

- Check enclosed** (please make check payable, acceptable in US dollars only, to MHI)
- Credit Card** (If you wish to pay by credit card, please complete the credit card authorization form at www.ProMatShow.com/creditcard)

vi. AUTHORIZED SIGNATURE REQUIRED

I, the duly authorized representative of the Lessee intending to be legally bound hereby, have read the foregoing ProMat 2015 Exhibit Space Application and Contract (A), ProMat 2015 Exhibit Space Lease (B) and the ProMat 2015 Rules and Regulations (C), and on behalf of the Lessee subscribe and agree to all the terms, conditions, authorizations and covenants contained therein, and request an assignment of Exhibit Space in ProMat 2015. Fax and e-mail permission: By signing, I am authorized to, and give consent for, fax and e-mail permission from MHI to the company fax numbers and e-mail addresses specified above:

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

FOR SHOW MANAGEMENT USE ONLY

Date Received: _____

By (MHI Authorized Person): _____

Booth Assigned: _____

Booth Size: _____

B ProMat® 2015 Exhibit Space Lease

I. TERMS AND CONDITIONS OF EXHIBIT SPACE LEASE

1. SHOW SPONSORSHIP AND MANAGEMENT: This Show is sponsored by and is the property of MHI. This Lease and ProMat 2015 Rules and Regulations have been approved by MHI.

2. LOCATION OF PROMAT 2015: McCormick Place South, Chicago, IL, referred to herein as Exhibit Hall.

3. WHO MAY LEASE AND EXHIBIT: Only Members of MHI in good standing are entitled to lease exhibit space and exhibit, subject to such exceptions as have been approved by MHI for exhibits in specified international pavilions and for exhibits by non-profit associations and societies involved in the material handling industry.

NOTE: A Separate lease agreement, ProMat 2015 Pavilion Space Lease, is required for Pavilion Exhibitors

Lessee will be limited to the exhibition of their material handling products, systems or components of material handling products or systems, new turnkey integrated material handling storage facilities or flexible material handling systems, material handling and contract logistics services, material handling consultant services, publications and developer services, all as described in the By-laws of MHI in effect at the time the lease is signed and consistent with their approved membership.

4. SEPARATE SOLUTION CENTERS: Eligible Exhibitors may lease no less than 100 square feet of exhibit space per member in one of the three industry solution centers designated as (1) Information Technology ("IT"), (2) Manufacturing & Assembly, and (3) Fulfillment and Delivery.

5. JOINT PARTICIPATION: Two (2) to four (4) Exhibitors may lease exhibit space of a single booth of 1,000 sq. ft. or larger, provided that the said Exhibitors submit a written statement of the exhibit's purpose which indicates a proper justification for the joint exhibit to MHI for its approval. Upon receiving approval for the joint exhibit, a Lease must be signed by all the Joint Exhibitors, one of which shall be designated thereon as the Primary Exhibitor. The Primary Exhibitor shall submit the Lease, together with the appropriate payment to MHI and be primarily responsible for payments of exhibit space rental and compliance with the Lease and Rules and Regulations. Only the Primary Exhibitor will be credited with one place in the drawing described in Section I of ProMat 2015 Rules and Regulations. All joint exhibitors are jointly and severally liable for all fees, payments, taxes, rent, penalties, charges, and/or fines relating in any way to the joint Exhibit.

6. COST OF MEMBER EXHIBIT SPACE: Charges for assigned Exhibit Space, identified in this Lease and shown on the Official Plans for Members of MHI are calculated at \$37.00 per square foot.

7. EXHIBIT SPACE RENTAL INCLUDES: In addition to the assigned space, Exhibit Space rental includes: Planned publicity and a public relations program; standard lead retrieval unit; booth sign showing Lessee's firm name and booth number, general area exhibit hall cleaning service daily; overall security service; Exhibitor Manual with order forms; standard booth backwall and side rail drape.

Shell packages are available that include items above plus carpet, storage cabinet with doors, duplex electrical outlet (110V, 60HZ, 1P), hardwall surround, table and chairs, wastebasket. Shell package exhibit rate will be quoted.

8. TERMS OF PAYMENT: Rental price of assigned Exhibit Space shall be due and payable in US funds and drawn on a US bank free and clear of any withholding or other taxes or deduction whatsoever as follows:

a. Lessee hereby agrees to pay a rental fee for the use of the assigned exhibit space for all exhibition operating periods as follows:

On or before March 31, 2014 – A total of ten percent (10%) of the cost of exhibit space is due.

April 1, 2014 – A total of twenty-five percent (25%) of the cost of exhibit space is due.

August 1, 2014 – A total of fifty percent (50%) of the cost of exhibit space is due.

October 1, 2014 – A total of one hundred percent (100%) of the cost of exhibit space is due.

NOTE: Any Lessee which submits a signed Lease with a twenty-five percent (25%) payment before August 1, 2014, will receive a five percent (5%) discount on the cost of exhibit space. This discount will be applied to the final payment.

b. Lessee shall pay the balance of exhibit space within thirty (30) days of set terms in 8a. If Lessee fails to pay any amount when due under the lease, Lessee shall pay to MHI a late charge of one percent (1%) per month on the unpaid balance.

c. No Exhibitor will be permitted to move into their assigned booth until all required contractual obligations are met. If space rental fee is not paid in full by November 1, 2014, MHI reserves the right to cancel the Lease and all terms under section 9 Cancellation or Reduction of Space apply.

d. MHI may charge a \$30.00 return check charge.

9. CANCELLATION OR REDUCTION OF SPACE: Subject to the following conditions, a Lessee, by giving notice in writing to the Senior Vice President of Exhibitions, MHI, 8720 Red Oak Blvd., Suite 201, Charlotte, NC 28217, may cancel its Lease or reduce its space requirement in ProMat 2015:

a. In the event that said notice to reduce space or cancel the Lease is received after the acceptance of the application for exhibit space and assignment of the said space prior to August 1, 2014 Lessee is obliged to pay twenty-five percent (25%) of the total rental cost for the exhibit space not used which shall be retained by MHI from rental paid.

b. In the event that said notice to reduce space or to cancel the Lease is received on or after August 1, 2014, and prior to October 1, 2014, Lessee is obliged to pay fifty percent (50%) of the total rental cost of the exhibit space not used which amount shall be retained by MHI from rental paid.

c. In the event that said notice to reduce space or to cancel the Lease is received on or after October 1, 2014, Lessee is obliged to pay one hundred percent (100%) of the total rental for the assigned exhibit space which shall be retained by MHI from rental paid.

d. Exhibit Space made available due to lease cancellation, space reduction, or a failure to occupy space may be reassigned or sold by MHI but will not reduce the obligations of the canceling Lessee.

10. SECURITY / LIABILITY LIMITATION AND INDEMNIFICATION: MHI and the Exhibit Hall jointly will provide regular security service during the Show Days and the installation and dismantling days. Neither MHI nor the Metropolitan Pier and Exhibition Authority (the Authority), will be liable for damage to or loss of Lessee's properties through ordinary negligence, theft, fire, accident, or any destructive cause, except where such damage or loss is due to the gross negligence of MHI. Lessee waives all claims for property damaged, lost, stolen or destroyed. Lessee shall insure its own exhibit and display materials. Lessee is solely responsible for personal injuries or property damages to any person, firm or corporation, including without limitation, MHI, its directors, officers, members, agents and employees, ProMat 2015 visitors, Lessees, and the agents, or employees of Lessees, that in any manner relate to Lessee's booth, its design, construction, safety, or operation and its exhibit. Lessee shall indemnify and hold MHI and the Authority harmless for any liability including claims for injuries or damages arising out of any act or omission in any way related to Lessee's participation in the Show. MHI assumes no liability for personal injury or property damage that may occur in connection with Lessee's participation in the Show, except for such injuries caused by or arising as the direct and proximate result of the gross negligence of MHI. Lessee agrees that it will indemnify and hold MHI, the Authority, and the MHI Senior Vice President of Exhibitions harmless of, from and against all claims, demands, actions, damages, loss, cost liabilities, of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the premises leased hereunder with the express or implied invitation or permission of Lessee, or when any such injury or damage is the result, proximate or remote, of the violation by Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Lessee, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of the MHI and/or its Senior Vice President of Exhibitions by Lessee shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of the MHI and/or its Senior Vice President of Exhibitions. Lessee covenants and agrees that in case the MHI and/or its Senior Vice President of Exhibitions shall be made a party to any litigation commenced by or against Lessee or relating to this Lease or the Premises leased hereunder, then Lessee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon the MHI and/or its Senior Vice President of Exhibitions by virtue of any such litigation.

11. INSURANCE: Lessee agrees to provide comprehensive general liability coverage on an occurrence basis. This insurance shall include premises/operations, completed operations, advertising injury, personal injury, broad form property damage, and blanket contractual liability to cover the liability assumed by the lessee under the indemnity agreement included herein. Minimum limits of coverage will be \$1,000,000 per occurrence.

Lessee agrees to provide workers compensation coverage for all employees as provided by law. Coverage shall also extend to employers liability for bodily injury, death, and for occupational disease. Minimum limits of coverage are \$500,000/\$500,000/\$500,000.

Lessee shall furnish MHI a Certificate of Insurance, providing the coverage above, prior to installation of exhibit and no later than March 2, 2015. Please send to the Senior Vice President of Exhibitions, MHI, 8720 Red Oak Blvd., Suite 201, Charlotte, NC 28217.

12. SERVICE ORGANIZATIONS: On behalf of the Lessees, official service contractors obtained by MHI will perform the following services at rates considered equitable and normal: cartage, machinery moving and erection, furniture, booth and floral decorations/plants, signs, photography, catering, and telephone services. Service manuals covering these services will be made available to Lessees. Electricians, plumbers, carpenters, and labor will be provided and charged for at the then prevailing rates.

13. SHOW HOURS: Each Lessee is required to keep at least one attendant in its booth during Show hours. The schedule of Show hours is:

MONDAY, MARCH 23, 2015	10:00 AM - 5:00 PM
TUESDAY, MARCH 24, 2015	10:00 AM - 5:00 PM
WEDNESDAY, MARCH 25, 2015	10:00 AM - 5:00 PM
THURSDAY, MARCH 26, 2015	10:00 AM - 3:00 PM

14. SUBLETTING OF SPACE: The Lessee agrees not to assign, sublet, or apportion its Space, or any part thereof, except as provided in paragraph 5, above. This does not preclude the Lessee from using another company's end products when the use of such end products is helpful in demonstrating the products actually on display and manufactured and sold by the Lessee in the regular course of its business. During the Show the Lessee shall not display its products or conduct its business anywhere in the Metropolitan area of the city of Chicago other than within the assigned Show Space, provided, that this provision does not apply to affect existing permanent business locations of Lessee. Further Lessee shall not conduct activities of any kind during the hours of the Show outside the Exhibit Hall which are directed to Show attendees or in any way related to the Show.

All demonstrations or other activities must be confined to the limits of the Lessee's space. Distribution of circulars may be made only within the Exhibit Space. Lessees in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility shall distribute no advertising circulars, catalogs, folders, or devices. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth.

15. SAFETY, FIRE, HEALTH AND APPLICABLE LAWS: Lessee is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire protection and public safety, while participating in this exposition. Compliance with such laws is mandatory for all Lessees and the sole responsibility is that of the Lessee. MHI, its Senior Vice President of Exhibitions and its service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Lessee's space, materials and operation is concerned. Should a Lessee have any questions as to the application of such laws, ordinances and regulations to its exhibit or display, the MHI Senior Vice President of Exhibitions will endeavor to answer them. All booth decorations including carpeting must be flame proof and all hangings must clear the floor. Butane or bottled gas is not permitted. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates any Lessee has neglected to comply with these regulations or has otherwise incurred a fire hazard, the rights are reserved to cancel all or such part of its exhibit as may be irregular and to effect the removal of same at Lessee's expense. Lessees must comply with all applicable fire regulations. If unusual equipment or machinery is to be installed or if appliances that might come under fire codes are to be used, the Lessee should communicate with the MHI Senior Vice President of Exhibitions for information concerning facilities/regulations. The Lessee shall assume all responsibility for compliance with all rules and regulations of the Authority and all applicable safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, display and exhibit materials. All display, exhibit materials and equipment must be protected by safety guards and fireproofing to prevent fire hazards and personal accidents to visitors.

16. CARE OF BUILDING: Lessee may not allow any article to be brought into, nor permit any act to be done on the premises of the Authority which will violate or increase the premiums on policies of insurance held by either MHI or its Lesser, the Authority, provided that said policies are no more restrictive than standard liability and property damage policies and standard fire insurance policies with extended coverage. Lessee may not permit any act by its employees, or its agents, by which the premises shall in any manner be marred or defaced. Lessees must surrender the exhibit space in the same condition as at the commencement of occupation,

normal wear and tear and damage from casualties beyond the reasonable control of the Lessee excepted. Lessee shall indemnify and hold harmless MHI and the Authority for any damage done to the premises by the Lessee, its employees, or agents.

Bolting/anchoring into the floor shall not be permitted by Lessee, except by mutual prior agreement of the Authority and MHI as to an acceptable method of bolting/anchoring, if bolting/anchoring can take place and prior agreement as to the responsibility for and manner of removal of bolts/anchors.

17. SHOW DATA - FLOOR PLAN: All booth dimensions, as shown on the official floor plan, are believed to be accurate, but MHI assumes no responsibility for same. Other data regarding ceiling heights, freight entrances, electrical current, etc. will be included either on the Official Floor Plan or in the Service Manual to be distributed prior to the Show.

18. PATENT, TRADEMARK, COPYRIGHT, SERVICEMARK: Lessee assumes all liabilities and costs arising from its use of patented, trademarked, copyrighted, or service-marked materials, equipment, devices, processes, dramatic or music license rights used on or incorporated in the conduct of this event; and the Lessee agrees to indemnify and hold harmless MHI from all damages, costs and expenses in law or equity for or on account of its use of any patented, trademarked, copyrighted or service-marked materials, equipment, devices, processes or dramatic rights furnished or used by Lessee in connection with this Exhibit Space Lease.

Lessee represents and warrants that it has obtained all licenses and other authorizations related to its use of any patented, trademarked, copyrighted or service-marked materials, equipment, devices, processes or dramatic rights furnished or used by Lessee in connection with this Exhibit Space Lease.

19. AMERICANS WITH DISABILITIES ACT. Lessee acknowledges its responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make its booth accessible to handicapped persons. Lessee shall also indemnify and hold harmless the Authority and MHI against all cost, expense, liability or damage which may be incident to, arise out of or be caused by Lessee's failure to comply with the Act.

20. CONTRACT AUTHORIZATION: In consideration of the mutual promises of all other Lessees to confine their exhibit and their activities in connection herewith to the Exhibit Space assigned and leased, and to comply with the Lease and ProMat 2015 Rules and Regulations, the Lessee does hereby agree and authorize the MHI Senior Vice President of Exhibitions in the event that MHI Executive Committee or Chief Executive Officer determines that the Lessee is in violation of the provisions of this Lease or the ProMat 2015 Rules and Regulations, which are incorporated herein, and upon failure to correct such violation promptly after having been given written or oral notice thereof as follows:

- to immediately close the exhibit in question upon the rendering of such a determination by the MHI Chief Executive Officer.
- to contract for, in behalf of, and in the name of, the Lessee, for the immediate removal of Lessee's property and belongings from the Exhibit Space.
- to contract for, in behalf of, and in the name of, the Lessee, for storage of said property and belongings of the Lessee.
- to permit MHI to enter upon and use the Exhibit Space for the best interests of all other Lessees and the Show.
- to keep all monies paid for rental of the Exhibit Space.

Lessee releases MHI and/or its Executive Committee or Chief Executive Officer from all claims for damages which may occur to Lessee's property or belongings as a result of the removal or storage of same, except for claims for damages due to the grossly negligent acts of MHI or its agents.

21. FORCE MAJEURE: MHI shall not be responsible for any loss, damage, or delay due to strikes, lockouts, acts of God, government restrictions, enemy action, terrorist activity or threat thereof, civil commotion, unavoidable casualty, or other causes similar or dissimilar beyond the control of MHI.

22. AUTHORITY LICENSE AGREEMENT: This Exhibit Space Lease and ProMat 2015 Rules and Regulations incorporated herein by reference as if set forth at length are subject to the rights and obligations of MHI under the Agreement for Exhibit Space between MHI and the Authority covering the Exhibit Hall, and MHI shall not be liable to the Lessee for expenses or damages incurred if the Authority cancels its agreement with MHI. Lessee shall be bound by the terms and conditions of such License Agreement which terms and conditions are incorporated herein by reference as if set forth at length and available for inspection from the MHI Senior Vice President of Exhibitions.

I. SPACE DRAWING, ASSIGNMENT AND POINT SYSTEM PROCEDURE FOR PROMAT 2015

1. SPACE DRAWING AND ASSIGNMENT PROCEDURE: A meeting ("Space Drawing") will be held on Tuesday, December 10, 2013, 9:00 A.M. CST at McCormick Place South, Chicago, IL, of all Exhibitors who are eligible to participate in the drawing at which space selections and assignments will be made. Eligible Exhibitors are companies whose application for exhibit space and payment for ten percent (10%) of the applicable rental thereof have been received by MHI by 5:00 P.M. EST December 6, 2013, at its offices at 8720 Red Oak Blvd., Suite 201, Charlotte, NC 28217-3992 will be placed in the space selection drawing according to the following Point System.

At the Space Drawing, there will be an initial layout drawing for the Show on which will be marked designated areas consisting of various booth sizes. This area is known as the Designated Areas.

The Designated Areas may not be redrawn or combined by the Exhibitors who participate in the Space Drawing. The areas outside of the Designated Areas may be redrawn.

Each exhibitor must state the amount of space it desires in order to credit that company with the correct number of points for the drawing. Exhibitors selecting booths of different square footage will be placed in the Space Drawing according to the lowest amount of square footage selected. Exhibitors with the highest number of points determined in accordance with the Point System will draw first.

Applications received after 5:00 P.M. EST December 6, 2013 will be added to the end of the Space Drawing based on time received.

After the initial Space Draw is completed, Exhibitors may change their booths subject to the following restrictions:

- The order of the Post Draw is based on the order of the initial Space Draw.
- Any decrease in the square footage must include a change to another booth location.
- All changes must be approved by the MHI Senior Vice President of Exhibitions.

Applications for space of eligible Exhibitors received after the Space Drawing, will be assigned space by MHI based on the date and time that the application is received in the MHI Office, subject to the availability of space.

- 2. POINT SYSTEM:** The purpose of the Point System is to protect the interests of all Exhibitors. It is designed to give priority in Space Drawing to repeating Exhibitors. The rules governing the allotment of points are as follows:
- All Exhibitors get one point per 100 square feet applied for in ProMat 2015. One point per 100 paid square feet for MHI Shows held in 2014 and 2013; One-half point per 100 paid square feet for MHI Shows held in 2012 and 2011; One-quarter point per 100 paid square feet for MHI Shows held in 2010 and 2009. (Fractions of 100 square feet get fractions of a point.)
 - In the event of a tie in point total, Exhibitor whose signed contract and appropriate deposit is received first at MHI headquarters, as determined by MHI, will have first choice and so forth in order of receipt by MHI.
 - Where two exhibiting companies merge or otherwise combine, the point total carried forward will be the higher point total held by one or the other company but not the sum of both.

II. REGISTRATION AND ADMISSION

All persons desiring admission to the exhibit area, including without limitation, Lessees and visitors, are required to register on forms provided by the Show. An official badge, obtained either upon registration or by pre-registration, entitles the wearer to unlimited attendance during scheduled Show hours. The badge is not transferable. MHI shall have sole control of admission policies at all times.

On-site registration will be conducted in a designated area. Exhibit areas shall be accessed only from this designated area.

No one under 16 admitted at any time.

Admittance during non-show hours: Booth personnel will not be permitted to enter the exhibit floor earlier than 8:00 AM on a scheduled show day, and booth personnel will not be permitted to remain on the exhibit floor after closing hour each evening. Exhibitors that require additional time must obtain permission in writing from MHI Senior Vice President of Exhibitions.

III. ARRANGEMENT OF EXHIBITS

Under the terms of the Exhibit Space Lease, Lessee is required to submit to the MHI Senior Vice President of Exhibitions not later than November 1, 2014, drawings of its booth layout indicating location and explanation of proposed sign(s), sound system(s), display(s), unusual lighting, narrative demonstration(s), or other unusual effects for determination as to whether such items are in accordance with the provisions of the Exhibit Space Lease and these Rules and Regulations. MHI shall be the sole judge of what will be approved, subject to general and specific statements as contained in the Exhibit Space Lease and these Rules and Regulations, and whether, in MHI's sole discretion, such display in total or in part will be in the best interest of the Show and/or other Lessees. The failure to receive such approval will require changes in the proposed exhibit to satisfy these requirements and obtain approval.

1. INSTALLATION AND DISMANTLING: Periods during which installation and dismantling of exhibits may occur shall be as follows:

Installation - From: 8:00 A.M. CST Wednesday, March 18, 2015
to: 5:00 P.M. CST Saturday, March 21, 2015
Dismantling - From: 3:00 P.M. CST Thursday, March 26, 2015
to: 2:00 P.M. CST Saturday, March 28, 2015

2. EXHIBIT SPACE RESTRICTIONS: All exhibits must be confined to Exhibit Space assigned booth, provided that Lessee may display its products at such established distributorships, agencies, or manufacturing plants in the Metropolitan area of the city of Chicago as it may currently maintain. In addition, and subject to local ordinances, if applicable, Lessee shall be permitted to display unmanned inoperable products displays without literature, anywhere in the Metropolitan area of the city of Chicago provided such displays include prominent advertising for the Show. This applies to areas in and around the Chicago Metropolitan area in which the Show is held exclusive of the Exhibit Hall and Hotels.

3. REMOVAL OF PROPERTY: Lessee shall remove from the Exhibit Hall at the end of the Show as herewith set forth and in no event later than 2:00 P.M. CST Saturday, March 28, 2015, all property, goods and effects belonging to it or them or caused by them to be brought upon the premises. If such property is not removed by the above-stated time, MHI or its Lesser, the Metropolitan Pier and Exposition Authority (the Authority), may store or cause to be stored any such property, for which Lessee shall pay a reasonable fee, and all expenses incurred by MHI or its Lesser, the Authority, as the case may be, thereof. If said property is not claimed and storage fees and expenses are not paid, within 30 days thereafter, MHI or its Lesser, the Authority, then has the right to sell said property or otherwise dispose of same in such a manner as it deems advisable or necessary and to apply the proceeds thereof, if any, toward liability or costs thus incurred by MHI or its Lesser, the Authority. Any balance due to MHI or its Lesser, the Authority, including costs incurred in connection with such sale or disposal, shall be due and owing from Lessee.

4. BACKWALLS: The standard height for backwalls is 8'0" except (a) perimeter booth backwalls which may extend to 12'0" and (b) such other exceptions as are hereafter permitted.

The full height of the backwall may extend forward one-half of the booth depth along each side of the booth.

A Lessee using a backwall in a booth bounded by three aisles (peninsular booth) must keep the length of the backwall centered against the display and keep it no longer than the width of the booth less ten feet and extended to a maximum height of 12'0". A peninsular booth is defined as a booth with a minimum of 400 square feet bounded by three aisles, with the booth facing a cross aisle and two main aisles running down the sides. Back-to-back peninsular booths may have backwalls the full width.

All peninsular booths must submit floor plans to the MHI Senior Vice President of Exhibitions prior to construction and no later than November 1, 2014. Failure to submit will result in cancellation of labor order.

5. SIDE RAILS: Side rails separating booths may not exceed 48" in height.

6. ISLAND BOOTHS: Since an island booth is automatically separated by the width of an aisle from all neighboring exhibits, full use of the floor space is permitted. A minimum of 400 square feet is required.

7. DOUBLE DECK BOOTHS: All Exhibitors using double deck or second story booths or booths with a mezzanine must have exhibit plans/drawings, certified by an engineer indicating that the structure design is properly engineered for its proposed use. Written certification of the existence of such plans/drawings provided to the MHI Senior Vice President

C ProMat® 2015 Exhibit Rules and Regulations (continued)

of Exhibitions is required before the booth may be erected and no later than November 1, 2014.

It is the Exhibitor's obligation to ensure that its booth complies in all respects with local ordinances and fire regulations.

8. DISPLAYS:

In order to allow effective utilization of the cube area, solid structural displays are subject to the following limitations:

- a. Display material exposing an unfinished surface to neighboring booths is not permitted.
 - b. Structure(s)/Product(s) below 5'0" shall not block visibility of neighboring booths which determination shall be made solely by the MHI Senior Vice President of Exhibitions.
 - c. Structure(s)/Product(s) above 5'0":
 1. Structure(s) cannot be located closer to the front of Lessee's booth than three feet.
 2. Structure(s)/Product(s) shall not block visibility of neighboring booths, which determination shall be made solely by the MHI Senior Vice President of Exhibitions.
 - d. No Structure(s) shall exceed 35'0" in height where Exhibit Hall ceiling heights permit.
 - e. Structure(s) are defined as displays, signs, or other materials, but not a permanent structure of the Exhibit Hall.
- ## 9. EXHIBITS USING RACKS, SHELVING, OR SIMILAR PRODUCTS:
- Racks, shelving, or similar products manufactured by the Exhibitor may extend to any height where ceiling heights and local ordinances permit as long as they do not obscure neighboring exhibits, which determination shall be made solely by the MHI Senior Vice President of Exhibitions.

10. SIGNS:

Not later than November 1, 2014 proposal drawings of all booth signs are to be submitted to the MHI Senior Vice President of Exhibitions, together with the proposed location of such signs for determination as to whether such booth signs are in accordance with the provisions of the Exhibit Space Lease and the Rules and Regulations. MHI is to be the sole judge of whether the plans are approved or changes required which shall be subject to the general statements contained elsewhere in these Rules and Regulations as well as factors as follows:

- a. Signs Attached to Backwalls or Sidewalls
 1. Copy or graphics cannot bleed through materials as to be seen by neighboring booths.
 2. Signs extending above 8'0" in height attached to the backwall shall have copy appearing only on the side facing toward the front of the booth. Sign shall have maximum height of 4'0" and width of one-half (1/2) the length of the backwall.
 3. No signage above 8'0" is allowed to be attached to the sidewalls.
 4. The back of all signage above 8'0" must be finished and have no copy or graphics.
- b. Signs Attached to Exhibitors Product or Equipment
 1. Copy or graphics cannot bleed through materials as to be seen by the neighboring booth.
 2. Signs facing the front of the booth can be attached at any height on the product or equipment.
 3. Signs facing the side of the booth must be 5'0" from the neighboring booth and no lower than 10'0" to the bottom of the sign.
 4. No signage is allowed facing the back of the booth, except for island booth which may have signage on all four sides.
- c. Signs Mounted on Free Standing Pylons or Other Structures
 1. All signage must be 5'0" from all neighboring booths and 3'0" back from the front edge, except for island booth which can have signs to the edge.
 2. Bottom of the sign can be no lower than 10'0" and no higher than 16'0".
 3. Copy is allowed on three sides, except for islands which can have copy on all four sides.
- d. Hanging Signs
 1. Hanging signs are prohibited in all booths under 600 square feet.
 2. The bottom of all hanging signs can be no lower than 16'0".
 3. Signs can be hung at any height higher than 16'0" that the building will allow.
 4. All hanging signs MUST BE APPROVED in writing by MHI and Exhibit Hall by November 1, 2014.

5. Copy is allowed on three sides, except for islands which can have copy on all four sides.
 6. Signage must be 5'0" from all adjacent booths.
 7. Balloons being used as signage must adhere to the same rules as hanging signs.
- Please refer to the display rules and regulations document for illustrations at www.ProMatShow.com.

IV. COMBUSTION ENGINES

Combustion engines and/or combustion engine powered equipment may be operated, provided each vehicle or engine is equipped with a portable fire extinguisher, Class B-2 type approved by Underwriters Laboratories. Notwithstanding the foregoing, all equipment must comply with any additional requirements of the exhibit hall or local fire regulations.

V. SOUND, LIGHTING, AND OTHER ACTIVITY

1. **SOUND SYSTEMS AND NOISE:** Sound shall not be objectionably audible to neighboring Lessees. If sound is, or noise continues to be, objectionable to neighboring Lessees, after due notice to the Exhibitor which is the source of such noise, the MHI Senior Vice President of Exhibitions shall have absolute and sole discretion in deciding whether the sound is objectionable, enforcing this regulation and in reducing or eliminating the sound.

No speakers for sound systems can be located closer to the boundaries of Lessee's booth than 25 percent of the width and length of the booth.

2. **MUSIC LICENSING:** The exhibitor acknowledges that any live or recorded performance of copyrighted music, which occurs in their booth, must be licensed from the appropriate owner or agent. The exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold harmless MHI and Authority from any damages or expenses incurred by MHI or Authority due to exhibitor's failure to obtain such licenses.
3. **LIGHTING AND OTHER ACTIVITIES:** Lighted and/or animated displays will be permitted upon prior approval of the MHI Senior Vice President of Exhibitions. Submit requests for approval by November 1, 2014. The MHI Senior Vice President of Exhibitions shall have the right to restrict the use of glaring or irregular lighting effects, animation, or any other Lessee activities which may be considered objectionable and/or detrimental to the best interest of the Show and other Lessees.

VI. PERMISSIBLE AND NON-PERMISSIBLE CONDUCT INCLUDES

1. PERMISSIBLE CONDUCT WITHIN A LESSEE'S BOOTH INCLUDES:

- a. Product demonstrations are permissible.
- b. Masters of ceremonies, narrators, commentators, or professional performers may be used in conjunction with product demonstrations and product presentations as long as these are "substantially related" to the Exhibitor's product(s) and in good taste. Performers may be included in audio-visual presentations where the overall theme of the film is technical in nature. Determination of "substantially related" is within the sole judgment of the MHI Senior Vice President of Exhibitions.
- c. Models and/or hostesses may be used to help convey Lessee's message. Original costuming must be in good taste, which shall be determined in the sole and absolute discretion of the MHI Senior Vice President of Exhibitions.
- d. Giveaways are permissible as long as the individual cost of an item is less than \$500.00.
- e. Beverages (non-alcoholic) may be served within the confines of the Lessee's booth, providing such beverages are obtained from the concessionaire of the Exhibit Hall and any appropriate permit has been duly obtained.

2. NON-PERMISSIBLE CONDUCT INCLUDES BUT IS NOT LIMITED TO:

- a. Signs indicating the price of, or other reference to, the sale of display equipment will not be allowed.
- b. On-site sale and delivery of products, goods or equipment of any kind will not be allowed. Exhibitor will be responsible for all license fees, penalties, or taxes incurred for violation of this rule.

- c. Performers or comedians, live or on film, except as specified in Item VI, 1.b above are not permitted.
- d. Alcoholic beverages are not permitted.
- e. Exhibitors must not allow aisles bounding their exhibits to be blocked.
- f. No transmission or recording for transmission for sale or permit sale by radio, television, motion picture, videotape, sound recording or otherwise is permitted.
- g. All demonstrations or other activities must be confined to the limits of the Lessee's exhibit space. Distribution of materials may be made only within the Exhibit Space. Lessees in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility shall distribute no advertising circulars, catalogs, folders, or devices. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth.

VII. CANVASSING AND CONTESTS

Canvassing by non-exhibiting firms or persons is forbidden. The MHI Senior Vice President of Exhibitions must approve all unusual promotional activities in writing no later than 45 days prior to the opening of the Show.

VIII. EJECTION

Exhibit Hall and MHI reserve the right to refuse admission to or cause to be removed, any undesirable person.

IX. PHOTOGRAPHY REGULATIONS

Lessee should make its own arrangements with the Official Photographer for commercial photographs of its exhibit booth. No commercial photographer will be admitted to the exhibit area except those photographers having orders from Lessees. An employee of a Lessee or of that company's distributor or advertising agency who wears an Exhibitor identification badge may take candid photographs of the exhibiting company's booth or product display but may not photograph any other exhibit or product display within the exhibit area.

Members of the working press wearing official press identification badges may take photographs of the Show, lobby, registration area and down-from-above general views. Photographs of a booth or product on display may only be taken by the press after securing permission to do so from the Exhibitor.

X. GENERAL

All matters and questions not covered by these Rules and Regulations and all interpretations of these Rules and Regulations are subject to the discretion and decision of MHI. These Rules and Regulations may be amended and/or interpreted at any time by the MHI Senior Vice President of Exhibitions in consultation with the MHI Executive Committee or Chief Executive Officer. All amendments, additions, or interpretations that may be so made shall be as binding on all parties as the original Rules and Regulations. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of MHI and the MHI Senior Vice President of Exhibitions. THE MHI Senior Vice President of Exhibitions SHALL HAVE FULL POWER AND AUTHORITY TO INTERPRET, AMEND AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED ANY AMENDMENTS, WHEN MADE, ARE BROUGHT TO THE NOTICE OF EXHIBITS. EACH EXHIBITOR, FOR HIMSELF AND HIS EMPLOYEES, AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERE TO IN CONFORMANCE WITH THE PRECEDING SENTENCE.

XI. CONTRACTOR AND LABOR RELATIONS

Any controversies which may arise between Lessee(s) and Official Contractors, or the personnel of either, shall be referred to the MHI Senior Vice President of Exhibitions. Exhibitors shall have no recourse against MHI or The Authority for any such disputes.

Primary Exhibitor (Acknowledgement): Initials: _____