Pecora 15/LandSat IV/ISPRS Commission 1, November 11 – November 14, 2002 **EXHIBIT CONTRACT**

The following rules and regulations will govern the Pecora 15/LandSat IV/ISPRS Commission 1 Conference and Exhibition and are made a part of all contracts for space between ASPRS and the person, partnership, or corporation engaging the space.

CONTRACT. This contract constitutes a formal agreement for the right to use the exhibit space allotted.

LOCATION. The Pecora 15/LandSat IV/ISPRS Commission 1 Conference Exhibition Hall will be located in Grand Ballroom 2 and the N/S Lobby of the Adam's Mark Hotel. ASPRS reserves the right to move the exhibition to another location if necessary.

EXHIBIT CONTENT. Exhibits must be related to professional and practice development for conference attendees and/or related products and services. ASPRS reserves the right to refuse applications not meeting standards or expectations, as well as the right to curtail exhibits or parts of exhibits that do not reflect the character of the meeting. If an application for exhibit space is not approved, payment will be refunded in full. Exhibit space is not intended for airing views on either side of a controversial, social, political or professional issue. In addition, potential exhibitors are advised that contests, lotteries, raffles and games of chance may not be conducted without prior approval from ASPRS.

BOOTH DESCRIPTION. Booth dimensions indicated on the Exhibit Hall Floor Plan are believed to be accurate, but may be approximate. Booths will be standard 8' x 10' units or multiples thereof. No walls, partitions, decorations or other obstructions may be erected that in any way interfere with the view of any other exhibitor. Exhibitors who wish to use any non-standard booth equipment or signs, decorations or arrangements of display material that conflict in any way with these regulations must submit two copies of a detailed sketch or proposed layout (including dimensions) at least 30 days before the conference for approval by ASPRS.

ACCEPTANCE OF EXHIBITS. Applications for exhibit space are subject to review as described under the heading "Exhibit Content." First-time exhibitors should include a sample brochure or pamphlet with their exhibit application for this purpose.

Unethical conduct or infraction of rules on the part of the exhibitor or the exhibitor's representative(s), or both, will subject the exhibitor and said representative(s) to dismissal from the exhibition area, in which event it is agreed that no refund shall be made by ASPRS and further that no demand for redress will be made by the exhibitor or the exhibitor's representative(s).

BOOTH ASSIGNMENT. Assignment of space for accepted exhibits is made by ASPRS. Assignments are made according to contract date, payment received, and space preference. Preference given for booth location is at the discretion of ASPRS and is not guaranteed. ASPRS reserves the right to assign exhibit space and rearrange the floor plan to relocate booths in order to maintain the overall harmony of the exhibition.

CANCELLATION/REFUND POLICY. If this contract has not been received, properly signed and accompanied by a 50% deposit and a signed application for exhibit space, this contract will be declared null and void. Upon receipt of a space confirmation and invoice for the remaining balance, payment is due within forty-five (45) calendar days of the date shown on that invoice.

Any exhibitor who cancels prior to September 1, 2002 shall forfeit and pay to ASPRS, as liquidated damages, a sum of money equal to 50% of the full price of said exhibitor's booth space. Any exhibitor who cancels after September 1, 2002 shall forfeit and pay to ASPRS, as liquidated damages, a sum of money equal to 100% of the full price of said exhibitor's booth space. All cancellations must be submitted in writing.

If the Pecora 15/LandSat IV/ISPRS Commission 1 Conference and Exhibition is canceled due to circumstances beyond the control of ASPRS, or the Adam's Mark Hotel, all payments connected with the booth rental will be refunded.

INSTALLATION & DISMANTLING OF EXHIBITS. The Exhibit Hall will be available for installation on Monday, November 11, 2002, 7:00 pm to midnight and Tuesday, November 12, 2002 7:00 am to 5:00 pm. Installation should be completed by 5:00 pm on November 12, 2002.

Official Exhibit Hours

Tuesday, November 12 5:30 pm to 7:00 pm Wednesday, November 13 10:00 am to 6:30 pm Thursday, November 14 10:00 am to 3:30 pm

Dismantling of exhibits will not begin before 3:30 pm on Thursday, November 14 and must be completed by 10:00 pm. Failure to remove on the date specified will constitute authority of lessor to so remove the exhibit at the expense of the exhibitor.

EXHIBITOR'S ADMITTANCE DURING NON-SHOW HOURS. Representatives of exhibiting companies will not be permitted to enter the exhibit area earlier than one hour before the scheduled opening time each day and one half hour after closing time each day; with the exception of any designated private demonstration hours set forth by ASPRS. Specific hours have been set-up for move-in and move-out. Special arrangements must be made through the ASPRS Exhibits Manager should exhibitors require additional time in their booth before or after scheduled hall hours.

LIMITATION OF LIABILITY. Neither ASPRS, the Adam's Mark Hotel, nor officers or representatives of the conference, will be responsible for any injury, loss, or damage that may occur to the exhibitor or the exhibitor's employee or property from any cause whatsoever. The sponsoring organization provides general hall security on a 24-hour basis; however, it makes no warranty, expressed or implied, that the services it furnishes will avert or prevent occurrences which may result in loss or damage. All insurance is the exhibitor's sole responsibility.

In addition, the exhibitor assumes all liability for any damage to the facility's walls, lighting fixtures, etc. as a result of exhibitor negligence. The exhibitor will abide by and observe all laws, rules, regulations and ordinances of any governmental authority and of the contracted facility.

BOOTH DESIGN. Any portion of an exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space, or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. ASPRS reserves the right to inspect the quality of the appearance of each booth prior to show opening. Where necessary, masking will be placed to cover unsightly wires, unfinished back-walls, etc. at the exhibitor's expense.

EXHIBITOR ACTIVITIES. All interviews, canvassing, or other sales activities shall be confined to the limits of the exhibitor's booth, lounges and/or restaurant seating area. Equipment displays shall be confined to the limits of the exhibitor's booth.

SUBLEASING OF SPACE. Exhibitors may not sublet their space, nor any part thereof, or make any arrangements for display by a non-exhibiting company, without the written consent of ASPRS. All requests must be submitted in writing.

IDENTIFICATION. All visitors to the exhibit hall will be required to register before entering. Exhibitors must display at all times an official badge supplied by the Pecora 15/LandSat IV/ISPRS Commission 1 Conference and Exhibition.

FIRE REGULATION. Draperies and decorating materials used by the exhibitor shall be of flame-retardant nature and all activities with regard to exhibiting shall be in compliance with Denver, Colorado fire regulations.

LABOR. Rules and regulations for union labor are made by the local unions and may change at any time. Where union labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with these regulations. Exhibitors are required to observe all union labor contracts enforced within the Adam's Mark Hotel. Information will be included in the Exhibitor's Service Kit, outlining the jurisdictions of local union labor.

SOUND DEVICES & LIGHTING. Public address, sound-producing or amplification devices which project sound must be kept at a conversational level and must not interfere with other exhibitors. Any form of attention-getting devices or presentations must be terminated when crowds obstruct aisles or infringe upon another exhibitor's display. ASPRS reserves the right to restrict the use of sound, glaring lights or objectionable lighting effects. Adequate illumination of the exhibit area is provided. Music, whether vocal or instrumental, is prohibited.

ELECTRICAL WORK. Individual electrical outlets may be obtained at an additional cost. All electrical work must be installed to meet safety requirements. Electric utility services will be outlined in the Exhibitor's Service Kit.

STORAGE. We have arranged for U-Neek Expo — 7045 Troy Hill Drive, Suite 300, Elkridge, MD 21075, 410-796-7601, fax 410-796-7648 — to serve as the official firm to receive consignments, store them, and place them in booths prior to the conference. U-Neek Expo will furnish an Exhibitor's Service Kit within 60 days prior to the meeting to each contracted exhibitor that will include electrical cost and service, furniture rental forms, sign forms, telephone service, and prevailing charges for drayage operations. Under no circumstances will ASPRS or the Adam's Mark Hotel assume any responsibilities for loss or damage to goods consigned to U-Neek Expo.

FOOD & BEVERAGE. All catering and concession needs for the show are provided exclusively by the Adam's Mark Hotel . All food and beverage must be purchased from the Adam's Mark Hotel and none may be brought onto the premises by the Licensee (ASPRS) or conference attendees. Exhibitor distribution of food and beverages for consumption in the building shall be at the exhibitor's risk and expense, and shall comply with all applicable federal, state and local health and safety laws and regulations.

EXHIBITOR SERVICE KIT. An official show service kit will be mailed to the person designated to be in charge of the exhibitor's booth 60 days prior to the conference. The standards and policies set forth in the Exhibitor's Service Kit will be binding on all exhibitors.

GENERAL. ASPRS reserves the right to restrict exhibits which, because of noise, method of operation, or for any other reason become objectionable, and also to prohibit or evict an exhibit which, in the opinion of ASPRS, may detract from the general character of the exhibits. This reservation includes persons, things, conduct, printed matter, or anything of an objectionable nature.