

**(SIGN AND RETURN IN DUPLICATE)**  
**RAILWAY ENGINEERING-MAINTENANCE SUPPLIERS ASSOCIATION, INC.**  
 417 West Broad Street, Suite 203, Falls Church, VA 22046  
 Fax: 703-241-8589 Email: contact@remsa.org

**APPLICATION AND AGREEMENT FOR CONVENTION CENTER EXHIBIT SPACE**  
**World Rail Expo 2008 • September 21 – 23, 2008**

Application is hereby made by the undersigned for exhibit space at World Rail Expo 2008 to be held at the Salt Palace Convention Center, Salt Lake City, Utah, and September 21 – 23, 2008.

**1. BY SIGNING THIS APPLICATION AND AGREEMENT, THE APPLICANT AGREES TO BE BOUND BY THE TERMS HEREOF. UPON ACCEPTANCE AND APPROVAL OF THE APPLICATION** by the Railway Engineering-Maintenance Suppliers Association, Inc. (REMSA), the applicant agrees to pay the applicable price for the space to be leased. Further, the applicant agrees to the Rules and Regulations and Insurance Requirements set forth herein and attached hereto, as the same may be amended from time to time by REMSA, which Rules and Regulations and Insurance Requirements are incorporated by reference and made a part of this agreement. This agreement is also subject to the terms of agreement(s) by and between REMSA and third parties named in Attachment A to the Rules and Regulations and Insurance Requirements, which agreements are incorporated herein by reference, made a part hereof and copies of which are available to the applicant upon request. Exhibit space will be assigned on a first-come, first-served basis.

Railway Engineering-Maintenance Suppliers Association, Inc. is the sole sponsor of said World Rail Expo 2008 and appears in this application and other related documents in the abbreviated form of "REMSA" or the "Association."

Name \_\_\_\_\_ Title \_\_\_\_\_ Company \_\_\_\_\_  
 Street \_\_\_\_\_ City/State/Postal Code/Country \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
 (Signer must be able to legally sign documents on behalf of the company applying for exhibit space.)

**2. WE HAVE EXAMINED THE FLOOR PLAN AND INDICATE OUR PREFERENCE AS FOLLOWS:**

| Choice          | Space Number(s)<br>(Please list the numbers of the booth(s) you wish to reserve) | Total Size of Booth<br>(i.e., 10x20; 20x40, etc.) | Price for All Booths<br>(See Note below) |
|-----------------|--|---|--|
| 1 <sup>st</sup> |  |   | \$                                       |
| 2 <sup>nd</sup> |  |   | \$                                       |
| 3 <sup>rd</sup> |  |   | \$                                       |

**Note:** Booths are sold in multiples of 100 square feet. Several 10' x 10' booths may be purchased to create a larger booth, i.e., four 10' x 10' booths may be purchased to create a 20' x 20' or a 10' x 40' booth, both of which are 400 square feet. The cost of this booth is based on 400 square feet, not four individual 10' x 10' booths.

All companies, including companies sharing a booth, must submit an Application and Agreement and must also meet the insurance requirements outlined in this Application and Agreement.

Please list the companies that you DO NOT wish to be located close to: \_\_\_\_\_

(REMSA will do all it can to accommodate these requests while trying to also accommodate the requests of other exhibitors.)

**3. PLEASE DETAIL THE WEIGHT AND APPROXIMATE DIMENSIONS OF EACH PIECE YOU WISH TO EXHIBIT:**

| List what you plan to display below | Weight<br>(in pounds) | Length<br>(in feet/inches) | Width<br>(in feet/inches) | Height<br>(in feet/inches) |
|-------------------------------------|-----------------------|----------------------------|---------------------------|----------------------------|
| 1.                                  |                       |                            |                           |                            |
| 2.                                  |                       |                            |                           |                            |
| 3.                                  |                       |                            |                           |                            |
| 4.                                  |                       |                            |                           |                            |
| 5.                                  |                       |                            |                           |                            |

**4. WE ENCLOSE TWO SIGNED COPIES OF THE APPLICATION AND**

**All payments must be in US dollars**

A check for \$ \_\_\_\_\_ **USD** payable to REMSA **OR**  
 We wish to pay by credit card. Debit my (check one)  Mastercard  Visa Card  American Express

Credit card number \_\_\_\_\_ Expiration date on card \_\_\_\_\_

Name of cardholder as it appears on the card \_\_\_\_\_

Cardholder's address (if different than company address)

Street \_\_\_\_\_ City/State/Postal Code/Country \_\_\_\_\_

Cardholder area code & telephone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

**Cardholder signature** \_\_\_\_\_ **Date** \_\_\_\_\_

~~~~~ DO NOT WRITE BELOW THIS LINE ~~~~~

**5. ACCEPTANCE BY REMSA OF APPLICATION AND ALLOCATION OF EXHIBIT SPACE**

The above application has been accepted and the following space has been allocated:

**Accepted by:** \_\_\_\_\_  
 REMSA Director of Exhibits

**Date:** \_\_\_\_\_

|                          |
|--------------------------|
| <b>Booth No:</b>         |
| <b>Booth Dimensions:</b> |

# WORLD RAIL EXPO 2008

## CONVENTION CENTER EXHIBIT RULES AND REGULATIONS AND INSURANCE REQUIREMENTS

**1. WHO MAY EXHIBIT:** Exhibitors must be members in good standing of Railway Engineering-Maintenance Suppliers Association, Inc. (REMSA) at the time of making application for space and at the time of the exhibition.

**2. CONVENTION CENTER EXHIBIT SPACE RENTAL:** A check payable to REMSA or credit card information for the total amount of outside exhibit space must be provided as indicated on this application. Adjustments will be handled after definite allocation of space has been made.

**3. ALLOCATION OF SPACE:** Applications for space should be sent to the REMSA office as soon as possible. REMSA reserves the right to accept or reject applications for space and to make changes in the space plans. Upon allocation of space under this contract REMSA will issue its Exhibitor Service Kit to all exhibitors who must comply with the instructions contained therein. Exhibitors agree to comply in all particulars with the decisions, rules and regulations, adopted by REMSA regarding the allocation of space, services to be rendered, and the general conduct of the exhibition.

**4. USE OF SPACE:** Space allocated under this agreement shall be used only by the exhibitor to exhibit equipment and products sold by him in the regular course of his business; the exhibitor shall not assign, sublet or apportion the whole or any part of the space allotted hereunder to him, nor shall he permit any person, firm or corporation to exhibit or distribute any literature or other advertising matter containing the names or describing the exhibit equipment and products of anyone who is not a member of REMSA. Exhibitors must keep their equipment, products, display material, etc., within the space allocated to them hereunder. Exhibitor shall not solicit orders for sale nor sell any equipment or products, nor shall there be any "price" or "sold" tags displayed on the premises of the exhibition or on any exhibits thereof. This exhibition shall be purely educational and informative with the view towards improving the efficiency, safety, maintenance and operation of railroads based on latest research and development.

**5. UNOCCUPIED SPACE & EXHIBITOR CANCELLATION:** Any space remaining unoccupied on the opening day or at any time during the exhibition may be re-rented by REMSA at its option and the Exhibitor who had previously contracted for such space agrees to pay REMSA any loss occasioned by such re-rental, or the entire contract price if such is not subletted. In the event of cancellation by an exhibitor, REMSA shall determine an assessment covering the reassignment of space, prior services performed and other damages related to cancellation according to the following schedule:

|                          |                                      |
|--------------------------|--------------------------------------|
| Prior to April 30, 2008: | 25% of total contracted space cost.  |
| May 1 – July 31, 2008:   | 50% of total contracted space cost.  |
| After August 1, 2008:    | 100% of total contracted space cost. |

**6. CANCELLATION OF EXHIBITION:** In case the premises reserved for the exhibition or any portion thereof shall be destroyed by fire, flood, or other calamity beyond the reasonable control of REMSA so as to prevent the use of such premises for the purposes and during the time specified herein in the judgment of REMSA or if the premises cannot be so used because of strikes, Acts of God, or national emergency, or in the event REMSA deems it advisable not to hold this exhibition, REMSA shall have the right to terminate all space contracts in which event the exhibitor waives any and all claims against REMSA, its officers, directors and agents and the parties listed on Attachment A hereto and their agents for any damages by reason of such termination and agrees that in the event any expenses have been incurred by REMSA in preparation for this exhibition, the same shall be prorated among the exhibitors and paid by them respectively.

**7-A. CANCELLATION OF CONTRACT:** REMSA reserves the right to cancel this contract at any time prior to or during the exhibition if in the judgment of REMSA the exhibitor has violated any of the foregoing rules and regulations and all monies paid by the exhibitor for rental or otherwise shall be retained by REMSA as liquidated damages, and in the event this contract is cancelled in accordance with the foregoing provisions, REMSA shall have the absolute right to remove all property and effects of the exhibitor from the space herein contracted for without process of law, and restore possession of said space to itself for such purposes as it may deem advisable.

**7-B. FURTHER:** REMSA reserves the right to cancel this contract in the event the exhibitor becomes insolvent or bankrupt, or in the event a receiver is appointed, this contract shall not be considered any part of the assets of the exhibitor.

**8. INDEMNIFICATION AND INSURANCE:** The exhibitor hereby assumes all risk of loss, damage or injury, by whatever means, to person or property, by reason of the condition of the leased premises, or by reason of the management, control or operation thereof, and hereby releases and holds harmless the Railway Engineering-Maintenance Suppliers Association, Inc., and any of its officers, agents, employees, staff members or committees and the parties listed on Attachment A hereto, their owners, employees or representatives, their successors and assigns, from any and all liability for loss, damage or injury by any person whomsoever, from any cause whatsoever, and the exhibitor does further agree to indemnify and hold harmless the aforementioned, their successors and assigns, against any and all claims for such loss, damage or injury, by whomever sustained, from any cause whatsoever.

**8-A.** Exhibitor shall acquire at its own cost: (1) Workers Compensation Insurance or its equivalent with statutory limits; and (2) General Liability Insurance or its equivalent in the amounts and under the terms set forth in the General Insurance Requirements attached hereto as Attachment B, which requirements are incorporated herein by reference and made a part hereof. Certificates evidencing such coverage must be presented to REMSA no later than August 1, 2008.

The exhibitor understands that REMSA does not maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

**9. SPECIAL SERVICES AND POWER:** The exhibitor agrees to pay for all electric energy, gas, water, sewage, drainage, compressed air, steam and telephone; and also all wiring connections, installations, power and current, special lighting, pipe fitting, machinery erectors, carpenter work, painting, labor, signs, flowers, furniture and anything else that may be ordered by said exhibitor: all such work to be ordered on forms furnished for such purposes. No other contractors will be permitted in the convention center. Exhibitors will be billed by the Association's authorized contractors and bills must be paid before the exhibition closes. Any disputes arising between exhibitors and authorized contractors must be referred to the Director of Exhibits.

### 10. INSTALLATION, DISMANTLING AND REMOVAL OF EXHIBITS AND EXHIBITOR'S MATERIALS:

**INSTALLATION:** Complete instructions on shipping, spotting, displaying also dismantling and removing equipment from the exhibit area will be given in the exhibitor Service Kit of REMSA sufficiently in advance of the date of the exhibition opening.

All exhibits must be ready, in place, for the opening of the exhibition by Saturday, September 20, at 4:30 p.m. for the opening of the exhibition on Sunday, September 21.

**DISMANTLING:** No one will be allowed to remove exhibits or parts thereof from the rail yard at any time without an exit pass to be furnished by the Association. Exit passes will not be issued until all bills are paid.

Packing or dismantling of exhibits will be positively prohibited until after the official closing hours of the exhibition, notice of which will be given. Exhibitors, or their agent, using crushed stone, sand, gravel, bricks, cement, tile, etc., in connection with the exhibits must deliver this material to the exhibition area in bags and shall remove same from the exhibition area after the exhibition closes.

**REMOVAL:** All exhibits and exhibit material must be removed from the exhibition area by 4:00 on Wednesday, September 24, 2008.

**11. LOSS AND DAMAGE:** REMSA shall not be responsible or liable for disappearance, loss or damage, of any material, appliances, merchandise, or property of the exhibitor, or for personal injuries that may be sustained by the exhibitor, or by the exhibitor's employees, occurring at any time prior to, during, or after the close of the exhibition, and the exhibitor hereby expressly waives and releases all such claims, if any, against the Association, its officers, agents and servants.

**12. SECURITY SERVICES:** REMSA will provide watchmen, police and fire protection throughout the convention days and use every reasonable means for such protection to exhibitor, but shall in no case be held responsible for loss or damage from fire or theft or other causes.

**13. CARE OF PREMISES:** Exhibitor, its employees, representatives or contractors, will not deface, injure, mar or remove any portion of the exhibits of others or the property of the owner(s) of the property on which the exhibition is located. Any such damage or loss shall be made good by the exhibitor. No exhibitor shall allow any article to be brought into, or permit any act to be done on the premises which will vitiate or increase the premiums on policies of insurance held by either other exhibitors, REMSA or the owner(s) of the property on which the exhibition is located.

**14. SIGNS AND EXHIBITS:** A standard sign showing firm name of each exhibitor will be provided by REMSA without additional charge and no other firm name or portion of firm name shall be used to advertise materials, appliances or equipment of any other concern. Descriptive signs or displays may be provided by the exhibitor under certain restrictions, and must in no case be located where they might obstruct or mar the view of the neighboring exhibits and are subject to prior approval by REMSA. "Price" or "Sold" signs may not be displayed.

Exhibitors desiring to use any unusual sign, including overhead signs, exhibit or display material must submit a rendering thereof to REMSA not later than August 1, 2008, and must receive prior written approval of the same by REMSA.

Without exception, convention center exhibitors who have island or peninsula booths (booths at the end of an aisle) and those with covered tops or canopies are required to submit a rendering of their booth to REMSA. The rendering must include the placement and height and width of back and side walls and all large objects to be displayed. Booths with covered tops or canopies must include structural information and be approved by the Fire Marshal. **Renderings must be submitted to REMSA by August 1, 2008.**

**15. DECORATING:** Exhibitors will, as far as possible, decorate and prepare their areas so as to present a neat and attractive appearance. All decorations shall be subject to approval of REMSA.

**16. CATALOGS, SOUVENIRS, ETC:** Distribution of an exhibitor's printed materials is strictly confined to his own space and no other except such trade publications as the technical press who are members of REMSA. Exhibitors may hand out their catalogs or circulars from their exhibition booths only and will in no case distribute any such literature in locations and areas where meetings of the railroad associations are in session. Soliciting of subscriptions of any kind will not be permitted. Exhibitors violating this rule may be suspended from further affiliation with REMSA.

**17. MOVING PICTURES-SOUND DEVICES-LIGHTING:** The use of moving pictures, slide projectors, video tape players, will be permitted subject to control of REMSA. Sound emanating there from will be permitted only if unobjectionable to neighboring exhibitors. All picture projects shall be subject to ordinance regulations of jurisdiction in which the exhibition is held, the rules and regulations of the owner of the property in which the exhibit is held, and be in compliance with union requirements as to operation. No loud speaker systems will be permitted.

**18. GENERAL:** All matters and questions not covered by these Rules and Regulations are subject to the decision of REMSA. These Rules and Regulations may be amended at any time by REMSA and all amendments or additions that may be made shall be as equally binding on all parties affected as the original Rules and Regulations.

**19. BREACH AND JURISDICTION:** It is agreed that this agreement is entered into in the Commonwealth of Virginia and the law of the Commonwealth of Virginia shall apply to this agreement. In the event exhibitor breaches or is in default of this agreement, the exhibitor agrees to pay REMSA its costs of enforcing this agreement, including but not limited to attorney's fees. **The parties consent and agree to the non-exclusive jurisdiction of any state or federal courts in the County of Fairfax, Virginia, regarding any disputes arising under this agreement and further agree that proper service may be by registered or certified mail, which shall be sufficient to obtain jurisdiction. However, nothing herein shall preclude REMSA from commencing an action in any court having proper jurisdiction.**

### ATTACHMENT A to REMSA Exhibit Rules and Regulations

#### Additional Parties

1. SMG
2. Salt Lake County, Utah
3. The Freeman Companies.

#### NOTICE

*This list of Additional Parties may be amended to reflect supplementary parties as they become affiliated with REMSA for its exhibition. All supplementary parties shall become a part of this exhibit agreement. REMSA will give written notice of these supplementary parties.*

### ATTACHMENT B to REMSA Exhibit Rules and Regulations & REMSA Insurance Requirements

The exhibitor shall furnish evidence of insurance to REMSA as set forth hereinafter. All insurance shall be written by an insurance company having a Best's rating of A, Class XII or better

and licensed to do business at the situs of the exhibition and pursuant to the following:

**1. Workers Compensation Insurance** with statutory limits.

**2. Commercial General Liability Insurance** including public liability and property damage, covering activities hereunder, in the amount of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage, including blanket contractual liability and independent contractors.

**3. Commercial automotive bodily injury and property damage insurance** covering all vehicles operated by the exhibiting company, its officers, directors, agents and employees in connection with World Rail Expo 2008 with a combined single limit of not less than \$1,000,000, including an extension of hired and non-owned coverage.

REMSA, SMG, Salt Lake County, Utah, and The Freeman Companies shall be named as additional insureds.

**4. Waiver of subrogation** with respect to general liability and Workers Compensation insurance, a waiver of subrogation in favor of REMSA, SMG, Salt Lake County, Utah, and The Freeman Companies is required.

**Please refer to the enclosed sample insurance certificate. Certificates of insurance that do not meet these requirements will be returned and could jeopardize a company's participation in World Rail Expo 2008.**

**Exhibit space will not be confirmed until a properly executed copy an insurance certificate is received by REMSA.**

**All companies, including those sharing a booth, must comply with the insurance requirements and supply proof of insurance.**