

APPLICATION FOR EXHIBIT SPACE

APPLICATION No. _____

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the Intelligent Transportation Society of America (hereinafter called "ITSA") for exhibit space at the ITS America Annual Meeting 2010 on May 3-5, 2010, at the George R. Brown Convention Center, Houston, TX. (hereinafter called "Facility".) **This contract is subject only to (1) the acceptance by counter signature of ITSA's show management company, Corcoran Expositions, Inc., (hereinafter called "CEI"); and (2) such additional terms and conditions which constitute a part of, or are included in, this contract.** Reservation of exhibit space by CEI on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon CEI or ITSA.

THE EXHIBITOR further agrees that if, in the opinion of CEI, it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

- A. EXHIBIT SPACE RENTAL FEE:** The rental fee for exhibit space is forty-five dollars (\$45.00) per square foot for Non-Members, prior to 08/03/09. The rental fee for exhibit space is twenty-seven dollars (\$27.00) per square foot for Members, prior to 08/03/09. After 08/03/09 the rental fee for exhibit space is (\$28.00) per square foot for Members and (\$46.00) per square foot for Non Members. To qualify for the ITS America Member discount, your company must be a member in good standing as of the date that the contract for exhibit space is submitted. If a company is a member when they contract for exhibit space and they subsequently drop their membership, they must pay the non-member rate that is applicable at that time.
- B. DEPOSIT AND PAYMENT TERMS ARE:** For Exhibitors choosing two payments, fifty percent (50%) of the exhibit space rental fee is due not later than August 3, 2009, for contracts received on, or before, August 3, 2009. Thereafter, the 50% payment must accompany the contract. The balance of the rental fee is due and payable by December 28, 2009. **Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor. Please note the on-site discount will be repealed based on failure to make payment by said payment dates.** Exhibit space contracts submitted to CEI after December 28, 2009, must be accompanied by the full payment of the exhibit space rental fee. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable", to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. **Please make checks payable to ITS America. Sign and return contract and payment to: ITS America, P.O. Box 485, LaGrange, IL 60525-0485. A copy of this contract will be returned to you upon acceptance.**

C. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing by certified mail (to 100 W. Monroe Street, Suite 1001, Chicago, IL 60603), and will be obligated to pay to ITS America liquidated damages based on the schedule listed on reverse. Written notice of cancellation must be received no later than August 3, 2009, to be liable for 0% of rental fee due, and no later than December 28, 2009, to be liable for 50% of rental fee due. Written cancellation received on or after December 29, 2009 obligates the Exhibitor to pay ITSA 100% of the rental fee due.

D. EXHIBIT SPACE: Size: _____ ft. x _____ ft. Booth No.(s): _____

PRODUCTS TO BE EXHIBITED: Total Booth Area: _____ sq. ft. Total Cost: \$ _____

G. ACCEPTANCE AS BINDING CONTRACT:

Company _____
 Address _____
 City/State/Zip _____
 Name _____
 (please print)
 Title _____
 Telephone _____
 Fax _____
 E-Mail _____

H. ALL INVOICES SHOULD BE SENT TO:

Name _____
 Mailing Address _____
 (if different) _____
 City/State/Zip _____
 Telephone _____
 Fax _____

I. EXHIBITOR SERVICE MANUAL SHOULD BE SENT TO:

Name _____
 Title _____
 Address _____
 (if different) _____
 City/State/Zip _____
 Telephone _____
 Fax _____
 E-Mail _____

Signature by Authorized Representative _____ Date _____

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.

For Use by Corcoran Expositions, Inc.

Exposition Assigned _____ Booth Assigned _____ Total Square Feet _____ Total Rental Fee \$ _____
 Accepted for Corcoran Expositions, Inc. _____ Date: _____ A/E Code _____

ITS America 2010 Annual Meeting Application for Exhibit Space (Continued)

CANCELLATION: The Exhibitor specifically recognizes and agrees that ITSA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate ITSA for ITSA losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of ITSA assigned booth space.

CANCELLATION DURING THE PERIOD OF:	ASSESSMENT
Thru August 3, 2009	0%
August 4, 2009 – December 28, 2009	50%
December 29, 2009 or after	100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after December 29, 2009. Failure to make full payment of deposit on exhibit space rental fee by December 29, 2009 on a Contract filed prior to, or on, that date will subject Exhibitor to Cancellation of Contract by CEI or ITSA, forfeiture of deposit made and liability for balance due. If booth space is not occupied by 4:00 pm, May 2, 2010, CEI shall have the right to use the space. Reletting by CEI or ITSA of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment.

EXHIBIT HOURS: Exhibit hours, subject to change, are as follows:

Monday, May 3, 2010	12:30 am – 5:30 pm
Tuesday, May 4, 2010	10:00 am – 6:30 pm
Wednesday, May 5, 2010	10:00 am – 3:00 pm

SPACE: The exhibit space diagram shows the floor arrangement of space.

Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBITS: Standard booth background and side rails, decorated with background drape and uniform two-line signs are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. (They may, at Exhibitor's discretion, be obtained through the official suppliers.) Booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. All exhibit booths must be carpeted. Any deviation must be submitted to ITSA for prior approval.

Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If ITSA gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price.

GENERAL RESTRICTIONS:

- Exhibitors are prohibited from using amplifying equipment that is objectionable to ITSA and CEI.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths.
- Exhibitors who use costumed models or mannequins should be sure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
- ITSA reserves the right to require modification of questionable exhibits.
- "Cash and Carry" sales are not permitted from the exhibit floor.
- Exhibitors using music in their booth, either live or mechanical, must provide ITSA with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to ITSA that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold ITSA and/or CEI harmless from any action brought against ITSA or CEI by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors may serve alcoholic beverages or any other food and beverages beginning one hour before the show closes each day. All food and beverage must be ordered through the Facility's official caterer.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshall.
- The laws of the city of Houston shall govern the construction, interpretation and enforcement of this agreement.

LIABILITIES: The Exhibitor agrees that ITSA, its agents, and employees, CEI, its agents and employees, and the Facility or its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressly waived by the Exhibitor, (b) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor may be required to provide a certificate of insurance to ITSA. Exhibitor shall also indemnify and save and hold harmless ITSA, CEI and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of Exhibitor or ITSA agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of ITSA, CEI or Facility. Such indemnification shall not be limited to insurance required herein. ITSA, CEI agents and employees and ITSA will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or epidemic, or any law or regulation of public authority or any other act beyond the control of CEI or ITSA, which makes it impossible or impracticable to hold the Exhibition.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Public Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier that carries fire, explosion or any other risk coverage insuring their property. ITSA will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless ITSA, CEI and Facility against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be mailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of ITSA and/or CEI.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by ITSA are hereby made an integral part of the Contract and of the agreement between Applicant and CEI for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.