

# APPLICATION & AGREEMENT TO EXHIBIT 2020 ISRI CONVENTION AND EXPOSITION Mandalay Bay Convention Center, Las Vegas, Nev. April 27-30, 2020



Exhibiting Organization \_\_\_\_\_

Trading As (if different from above) \_\_\_\_\_

Contact Person\* \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ This is the address that will be posted in Exhibitor listings unless otherwise specified.

City \_\_\_\_\_ State/Prov \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Email \_\_\_\_\_ Company Website \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Mobile ( ) \_\_\_\_\_

\* If the onsite exhibit manager is different from the listed contact person, please provide name and contact information for both individuals

BOOTH SPACE RESERVATION					EQUIPMENT SPACE RESERVATION				
Booth Space Location(s): _____					Equipment Space Location(s): _____				
CATEGORIES	QTY	MEMBER RATE	NONMEMBER RATE	TOTAL	CATEGORIES	QTY	MEMBER RATE	NONMEMBER RATE	TOTAL
10' x 10' Standard*		\$3,750	\$6,450 / \$3,750	\$	First 400 sq. ft. (minimum)		\$10,000	N/A	\$
10' x 10' Premium*		\$4,250	\$6,950 / \$4,250	\$	Additional Space		\$12 per sq. ft.	N/A	\$
<b>TOTAL</b>		Prices quoted are in U.S. dollars		\$	<b>TOTAL</b>		Prices quoted are in U.S. dollars		\$

\* Premium booths are marked with a "P" on the exhibit floor map. Island booths consisting of more than one 10' x 10' space will be priced based on the cost of the individual booths.

### Payment Deadlines:

In exchange for the reservation of certain exhibit booth and/or equipment display space(s) under the terms specified herein, Applicant agrees to remit payment based on the space reservation indicated in the Application. A twenty-five percent (25%) non-refundable deposit payment is due with this signed application if Exhibitor applies for exhibit space before October 31, 2019. The balance is due on or before October 31, 2019. Exhibitors who have not paid in full by October 31, 2019 risk forfeiting their exhibit space and deposit. All applications submitted after October 31, 2019 must be submitted with full payment. Applications received without a deposit, if the deposit is not provided within thirty (30) days of submission of the Application, will not be processed nor shall space be assigned.

Deposits may be paid by check or credit card in U.S. currency. Payments for the remaining balance may be made by check, credit card, or by wire transfer in U.S. currency. Payment instructions can be found on the last page of this document. Note: In order to qualify for the ISRI member price, Exhibitors must be ISRI members in good standing on or before March 1, 2020.

### BOOTH ASSIGNMENTS

Please list any competitors you do not wish to be near and any special conditions that might affect your booth location.

Note: ISRI cannot guarantee that all requests for booth preference can be honored. Although ISRI will endeavor to accommodate each applicant's booth preferences, ISRI reserves the right to assign space in its sole discretion. For more information or assistance, contact ISRI Exhibit Manager Janesha Russell. Phone: **502/409-2615** Fax: **202/624-9257** or email: [jrussell@isri.org](mailto:jrussell@isri.org).

### COMMODITY INTEREST AREAS

Please indicate the commodity area(s) that would be interested in your product or service. This information will be used to better identify exhibitors for commodity-specific attendees at the 2020 ISRI Convention and Exposition.

- Ferrous Metals   
  Nonferrous Metals   
  Paper   
  Plastics   
  Tires/Rubber   
  Electronics

### AUTHORIZATION AND AGREEMENT

By completing and returning this Application for Exhibit Space form to ISRI, the Exhibiting Organization named above represents that all of the information contained in this application is true and correct and that the individual signing on behalf of the Exhibiting Organization has the authority to do so and to so legally bind it, and that the Exhibiting Organization agrees to the terms of the Agreement stated below. This Agreement shall become effective when signed below by you and ISRI and may be executed in counterparts including in Portable Document Format (PDF), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each of the exhibits and addenda attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this agreement shall include the exhibits hereto. In the event of any inconsistency between the provisions of the Terms and Conditions and any Exhibit, the Terms and Conditions shall govern.

Exhibitor Signature \_\_\_\_\_ Date \_\_\_\_\_

Accepted by ISRI when endorsed by official stamp or by signature of the President or a Vice President of ISRI \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title \_\_\_\_\_

## TERMS AND CONDITIONS

These Terms and Conditions are by and between the Institute of Scrap Recycling Industries, Inc. ("ISRI") and the Exhibiting Organization (the "Exhibitor") named on the Application for Exhibit Space (the "Application") for the licensing of certain exhibit booth and/or equipment display space(s) in the size and location indicated in the Application (the "Space") at the 2020 ISRI Convention & Exposition, to be held at the Mandalay Bay Convention Center, Las Vegas, Nevada (the "Convention Center") on April 27-30, 2020 (the "Exposition").

1. In consideration of the applicable total payment to be paid by Exhibitor to ISRI for the Space, ISRI agrees to:

- a. Grant Exhibitor a non-exclusive and revocable license to use the Space or reasonably comparable space assigned by ISRI during the Exposition for the use and purposes of the Exposition;
- b. provide Exhibitor Space that is consistent with the design specifications set forth in Attachment A ("Exhibit Specifications"), except that ISRI retains the right to make reasonable modifications to the design specifications for the best interests of the Exposition. Included in the licensing fee for Space are one company identification sign (measuring 7" x 44"), one company listing in the ISRI Exposition program (provided the Space is contracted and paid for in full prior to the program printing deadline), one complete printed list of Exposition registrants, and one listing of Exposition registrants preregistered as of 30 days prior to the Exposition to be used solely and exclusively for promotion of the Exhibitor's appearance at the Exposition;
- c. provide Exhibitor the following complimentary registrations upon payment in full:
  - i. For Booth spaces: two full registrations per 10'x10' booth space;
  - ii. For Equipment Display space: four full registrations for the first 400 sq. ft. and two full registrations for each additional 400 sq. ft.;
- d. provide the option for Exhibitor to purchase:
  - i. three (3) Exhibit Hall Only Personnel badges per 10'x10' booth space or equivalent equipment display space - to a maximum of twenty-four (24) personnel badges - for a fee of \$365 per badge.
  - ii. Exhibitors with booths or equipment space larger than 800 square feet may purchase one (1) Exhibit Hall Personnel Only badge per 100 square feet above the initial 800 square feet at the same rate of \$365 per badge.
  - iii. Exhibitor agrees that these badges may only be used by employees of the Exhibitor. ISRI reserves the right to verify proof of personnel's employment status before issuing a badge. If ISRI determines ineligible individuals are in possession of Exhibitor's Personnel badges, the badges may be confiscated and voided without refund of any fees. Exhibitors found to be misusing Exhibitor Personnel badges in any manner may, among other penalties, lose exhibit points in the ISRI booth selection process that have been earned for the current year;
- e. hold at least one (1) food event in the Exhibit Hall during the Exposition.

2. Exhibitor agrees:

- a. to pay the deposit and fees to ISRI in the total amount listed on Application on or before the due dates;
- b. to be current in all of its financial obligation(s) to ISRI, including, but not limited to, advertising debts, at least thirty (30) days prior to the Exposition;
- c. that if it does not timely vacate the Space for reasons within its control then Exhibitor shall be responsible for all costs and damages suffered by ISRI due to Exhibitor's failure to vacate within the required time;
- d. ISRI shall have the right to prohibit Exhibitor from exhibiting at the Exposition unless all obligations are paid in full prior to March 1, 2020, and further that admission policies shall remain, at all times, the prerogative of ISRI;
- e. to notify ISRI in writing on or before December 31, 2019 of cancellation or reduction of licensed space to be eligible for a partial refund of fees paid. Space cancellation on or before December 31, 2019 is eligible for a refund of fees paid less administrative fees to cover costs of processing booth equipment display applications. For cancellations, the administrative fee is twenty-five (25) percent of the license fee for the Space. For space reductions, the fee is twenty-five (25) percent of the difference between the original license fee and the license fee for the reduced space. After December 31, 2019, all fees associated with this

Agreement are due and are not refundable. Subsequent reassignment of canceled space by ISRI does not relieve the canceling Exhibitor of the obligation to pay the cancellation fees described herein. It is mutually agreed that by canceling Space, Exhibitor relinquishes all benefits included with the exhibit booth space;

- f. to design, implement, and utilize its booth(s) and/or equipment display space(s) consistent with the requirements set out in Attachment A ("Exhibit Specifications") and the Exhibitor Service Kit (available approximately ninety (90) days before the Exposition);
  - g. to obtain comprehensive commercial general liability insurance, including acceptable contractual liability endorsements, with limits of liability of at least \$1,000,000 in respect of injuries to any one person in any one occurrence, with a \$2,000,000 aggregate (including any excess or umbrella coverage), and \$1,000,000 in respect of damage to property. An original certificate of insurance must be received by ISRI no later than February 1, 2020. The certificate must show ISRI, Mandalay Bay Resort & Casino, and their parents, subsidiaries and affiliates as additional insured parties and must contain the legend that "ISRI will receive 30 days' prior written notice of cancellation of, or any change to, the policy." Exhibitor must also obtain workers compensation insurance that meets the statutory limits of the state of Nevada.
  - h. Sublicensing of Space or occupation of Space by more than one Exhibitor is not allowed. Only actual employees of Exhibitor (including approved subsidiaries) may occupy and operate within Exhibitor's assigned Space. Only products, services and materials from Exhibitor may be displayed or distributed within such booth space.
  - i. not to use the whole or any part of the exhibit space (i) for any illegal purpose; (ii) in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; (iii) in any manner that constitutes waste or nuisance; (iv) in any manner that causes damage to the facilities; or (v) in violation of the rules and regulations of the Convention Center.
3. Exhibitor shall designate an individual authorized to act as its representative for planning, installing, removing, and staffing the Space.
4. Exhibitor shall neither materially deface, injure, mar, nor in any material manner damage the Space, and shall neither cause nor permit anything to be done whereby the Space shall be in any manner injured, marred, defaced, or damaged. Exhibitor shall be responsible to pay ISRI or the Convention Center for the costs of repairs of all damages to the Convention Center caused by Exhibitor's use of the Space or Convention Center, including damages caused by Exhibitor's representatives, invitees, guests, riggers, haulers, or other contractors engaged for the purpose of moving exhibits and equipment into and out of the exhibit display areas.
5. Exhibitor agrees and acknowledges that the entrances and exits of the Convention Center remain subject to regulation of Federal, State, and municipal authorities, and to any lawful direction of police officers, and to ISRI's direction. Articles, fittings, fixtures, materials, and equipment shall be brought into and removed from the Convention Center only at such entrances and exits, and during hours as designated by Licensor. Hours and dates for installing, exhibiting, and dismantling shall be those specified by ISRI. Subject to the schedule established by ISRI's official exposition service contractor, it is envisioned that Exhibitors may begin installation at 8 a.m. on Sunday, April 26, 2020, and shall complete such work no later than 12:00 p.m. pacific time on Monday, April 27, 2020. Exhibitor space assigned but not occupied by 10:00 a.m. pacific time on Monday, April 27, 2020 will be forfeited by Exhibitor. Such space may be licensed, reassigned, or used by ISRI, in its sole discretion, without refund of the license fee or any benefit to the Exhibitor. All displays and equipment must be removed by 6:00 p.m. pacific time on Thursday, April 30, 2020. All installation and dismantling of displayed equipment must be scheduled in advance with the official service contractor. Dismantling any part of the exhibit prior to 4:30 p.m. pacific time on Wednesday, April 29, 2020 is prohibited. Exhibitors dismantling early may lose exhibit points in the ISRI booth selection process that have been earned for the current year and may be excluded from future participation.
6. An Exhibitor wishing to appoint its own subcontractor for the physical set-up and dismantling of displays must notify ISRI in writing prior to February 1, 2020. Such notice must include the name, address, and telephone number of the firm and the name of the onsite person who will be in charge of the operation. Other requirements associated with the use of subcontractors are set forth in Attachment "B" to this Agreement and specifically incorporated herein.

Initial Here

Exhibitor

ISRI

## TERMS AND CONDITIONS - CONTINUED

7. ISRI, its employees and agents and the Convention Center do not maintain insurance covering loss of, or damage to, Exhibitor's property. The furnishing of security guards by ISRI shall not be considered an assumption of liability by ISRI. Any property of any kind brought upon the Convention Center by Exhibitor or its agents, representatives, employees, or contractors shall be at the sole risk of Exhibitor and shall be promptly removed from the Convention Center by the conclusion of the move-out period for the Exposition.
8. NEITHER ISRI, ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, OR MEMBERS NOR CONVENTION CENTER, ITS REPRESENTATIVES OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGE TO THE CONVENTION CENTER OR LOSS OF BUSINESS TO EXHIBITOR BY THEFT, DAMAGE BY FIRE OR OTHER MEANS OR FOR ANY INJURIES TO EXHIBITOR, ITS EMPLOYEES, AGENTS, CUSTOMERS OR GUESTS; FOR ANY DAMAGE OF ANY NATURE, INCLUDING DAMAGE TO ITS BUSINESS FOR FAILURE TO PROVIDE SPACE; FOR FAILURE TO HOLD THE EXPOSITION AS SCHEDULED; NOR FOR ANY ACTION OR OMISSION OF ISRI. EXHIBITOR IS SOLELY RESPONSIBLE FOR ITS OWN EXHIBITION MATERIALS AND PRODUCTS, AND SHOULD INSURE EXHIBIT AND PRODUCTS FROM LOSS OR DAMAGE FROM ANY CAUSE WHATSOEVER. IT IS UNDERSTOOD THAT ALL PROPERTY OF EXHIBITOR IS IN EXHIBITOR'S CARE, CUSTODY, AND CONTROL IN TRANSIT TO, OR FROM, OR WITHIN THE CONFINES OF THE CONVENTION CENTER. ISRI SHALL BEAR NO RESPONSIBILITY FOR THE SAFETY OF EXHIBITOR, ITS PERSONNEL, EMPLOYEES, AGENTS, OR REPRESENTATIVES OF PERSONAL PROPERTY. ISRI WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF HOW THOSE DAMAGES ARE INCURRED. Exhibitor, on behalf of itself, its employees and agents, shall protect, indemnify, save and defend and hold harmless ISRI, its agents and employees, directors, officers, and members and the Convention Center, its agents and employees from all costs, losses, damages and expenses, including legal fees, arising out of or from (i) any accident or other occurrence connected with the use or occupation by Exhibitor of the assigned Space or the Convention Center; (ii) the sale or exhibition of any products sold by the Exhibitor at the Exposition; (iii) the failure of Exhibitor or its agents, employees, or representatives to comply with any term or condition of this Agreement; (iv) the breach of any representation given or made by Exhibitor; (v) the actual or alleged infringement of any intellectual property owned or used by Exhibitor at the Exposition or in the promotion thereof; and/or (vi) the Exhibitor or Convention Center's service of alcoholic beverages at the Exposition if Exhibitor has applied to serve alcohol during the Exposition.
9. Exhibitor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, and dramatic rights incorporated in the Space or used by Exhibitor or its representatives, agents, employees, and independent contractors. Exhibitor warrants that it has the legal right to display any trademarks, service marks, and/or copyrights represented in its Space, equipment, or literature. Exhibitor agrees not to sue or threaten to sue ISRI for contributory infringement or any other theory that ISRI is indirectly or secondarily liable for a violation of intellectual property rights.
10. By licensing Space to the Exhibitor, ISRI does not endorse any products sold or exhibited by Exhibitor. Exhibitor agrees that it shall obtain, at its sole cost and expense, any and all licenses or permits required for conducting business at the Exposition prior to the beginning of the Exposition. Exhibitor shall be responsible for any and all fees or taxes incurred as a result of or from its activities.
11. ISRI reserves the absolute right to change the Exposition dates and/or sites. Upon written request from Exhibitor received within fifteen (15) business days after receipt of a change in the Exposition dates and/or sites, ISRI will refund to Exhibitor the full amount of any license and registration fees, without interest, and there shall not be any further liability on the part of either party. ISRI reserves the absolute right to cancel the Exposition and/or Convention either in whole or in part. In the event of cancellation, ISRI shall refund to Exhibitor the full amount of any license and registration fees, without interest, and there shall not be any further liability on the part of either party. In no event shall ISRI be liable (1) for incidental or consequential damages; or (2) loss of income or profits alleged or claimed by Exhibitor arising out of any claimed breach of this agreement. ISRI makes no warranties, expressed or implied to Exhibitor in connection with this Exposition.
12. ISRI reserves the right to relocate Exhibitor to comparable space if deemed advisable by ISRI Exposition Management to further the best interests of the Exposition. Exhibitor will be notified as soon as practicable prior to opening of the Exposition and will be given the option of selecting a larger or smaller space, if available, or to cancel. If Exhibitor decides to cancel, ISRI shall refund to Exhibitor the full amount of any license and registration fees, without interest, and there shall not be any further liability on the part of either party.
13. In the event that the Convention Center or other space where the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of ISRI or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of ISRI. ISRI shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising directly or indirectly by virtue of a cause or causes not reasonably within the control of ISRI. Causes for such action beyond the control of ISRI shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, orders or regulation, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel labor union disputes, loss of lease or other termination by the Convention Center, municipal, state, or federal laws, or acts of God. Should ISRI terminate this Agreement pursuant to the provisions of this section, Exhibitor waives any and all claims for damage arising thereof. Refunds in the event of termination shall be made to Exhibitor in the amount of the original exhibit fees less prorated adjustments based on ISRI costs incurred from staging and/or relocating the Event.
14. During the course of the Exposition, ISRI, in its sole discretion, reserves the right to immediately terminate any exhibit where the actions and activities by or on behalf of the Exhibitor and/or the Exhibit itself are determined by ISRI to violate this Agreement or the rules and conditions set forth in the Exhibitor Service Kit. In such event, there shall be no refund of either registration or booth license fees. In addition, ISRI reserves the right, in its sole discretion, to refuse to permit the Exhibitor to exhibit in one or more future ISRI-sponsored expositions and/or to reduce or eliminate exhibit points by reason thereof.
15. Exhibitor shall abide by all rules and regulations adopted from time to time by the Convention Center or by ISRI for the management of the Exposition before, during, and after the Exposition, and shall also comply with any other reasonable rules considered necessary by ISRI and the Convention Center. Exhibitor shall also comply with all applicable federal, state, and local laws, regulations, and ordinances governing this Agreement and the Exposition, and will not do or permit to be done anything at the Exposition in violation of such applicable laws, regulations, and ordinances. Exhibitor agrees it shall inform all of its employees and agents who will be attending the Exposition of this compliance requirement and will be responsible for their compliance.
16. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in Washington, D.C. at a time and place agreed upon by the Parties, in accordance with the then prevailing Commercial Rules of Arbitration of the American Arbitration Association, and any judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Each party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitration shall be borne equally by the parties. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without consideration of any conflicts of laws principles.
17. This Agreement: (i) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.
18. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representative of the Party granting the waiver.
19. If any provision or clause of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the rest of this Agreement shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part held to be invalid or unenforceable.
20. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective executors, administrators, personal representatives, heirs, assigns, and successors in interest.
21. Exhibitor shall not assign or transfer any rights or obligations under this Agreement, either in whole or in part, without the prior written consent of ISRI. Notwithstanding the foregoing, this Agreement may be assigned by Exhibitor in connection with a merger, consolidation, sale of all of the equity interests of the Exhibitor, or a sale of all or substantially all of the assets of the Exhibitor to which this Agreement relates.
22. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties hereto and their respective heirs, successors and permitted assigns.
23. Nothing in this Agreement is intended to create any partnership, joint venture, or agency relationship of any kind between the Parties.

## ATTACHMENT A - EXHIBIT SPECIFICATIONS

**Physical Dimensions of Spaces.** All booth spaces are 10 feet by 10 feet (or multiples thereof). Exhibitor is cautioned to contract for sufficient space required to keep its displays, demonstrations, booth personnel and any equipment (moving or otherwise) within the confines of its leased booth space. Exhibitor's equipment cannot exceed fifty (50%) of the total square feet dimensions of the leased booth space and must be located no closer than two (2) feet of any aisle or exhibit hallway. Any moving parts of any equipment located in the Exhibitor's booth must be located at minimum five (5) feet from any aisle or exhibit hallway as measured from the end of any extended moving equipment part(s) located in the booth space to the aisle or exhibit hallway. Equipment and/or furniture may not extend into the aisles, over the aisles or across the Exhibitor's licensed booth line. Displays must not block the line of sight of adjacent booths.

The largest freight dock door entrance is 15 feet wide and 24 feet high. Ceiling height in the equipment display area of the Exhibit Hall is 36 feet.

**Load Capacity.** The floor load capacity is 350 pounds per square foot.

**Height Limits.** Unless otherwise restricted or controlled by the Convention Center, the height limit of booths is 8 feet for inline and peninsula booths and 20 feet for island booths. Booths, equipment or displays rising above the provided booth drape must supply, at Exhibitor's expense, appropriate draping to cover any unfinished area of the display. No signs may be suspended above the height limit without prior written consent from ISRI. No canopies and/or ceilings are permitted without the prior written consent of ISRI. The top of such overhead structures may be no higher than 20 feet. No enclosures or enclosed ceilings may be in excess of 100 square feet.

**Hanging Signs.** Hanging signs are permitted over island and peninsula booths only.

**Back and Sides of Exhibit Space.** Where applicable, ISRI will provide Exhibitor with an 8-foot high back drape and 3-foot-high divider drapes between booth spaces.

**Design Specifications.** The Exposition is undertaken by ISRI primarily for the education of its members. To this end, Exhibitor agrees to display products or services in a manner that is intended to describe and depict the advantages of using such products or services. ISRI reserves the right to prohibit (or close) any exhibit or part thereof that, in ISRI's sole opinion, is not suitable to, or in keeping with, the educational character and spirit of the Exposition.

**Equipment or Product Demonstrations.** All equipment displays will be static unless agreed to in writing by ISRI. Requests to operate equipment must be submitted in writing no later than March 20, 2020. There shall be no moving or working components without the prior written consent of ISRI. Exhibitors interested in demonstrating equipment should refer to ISRI's Operating Equipment Guidelines, attached hereto as Attachment C. Safety and noise considerations will be monitored. Show management shall be the final arbiter regarding noise emanating from Exhibitor's displays.

**Inappropriate Exhibits.** ISRI reserves the right, in its sole discretion, to control or prohibit any exhibit deemed not appropriate. Aisle space or any other area of the Convention Center may not be used for exhibit purposes, display of signs, solicitation, or distribution of cards, circulars, samples, or other promotional material, unless permitted as part of a sponsorship agreement approved by ISRI. Exhibitors agree to abide by rules provided in the Exhibitor Service Kit.

**Live Models.** The use of live models, performers, and similar persons within the exhibit for demonstrations, explanations, etc., shall be subject to advance written approval by ISRI. Requests to use live models, etc., must be in writing and include a full description of model activities. Requests must be received by ISRI by March 20, 2020.

**Animals.** Except for service animals (as defined by the Americans with Disabilities Act), no live animals shall be permitted in the Exposition without prior written permission from ISRI.

**Prohibitions.** Exhibits, signs or displays are prohibited in any of the public rooms or elsewhere on the premises of the Convention Center except as agreed to in advertising or sponsorship agreements. Nothing shall be painted, tacked, nailed, screwed, or otherwise affixed to columns, walls, floors, or other parts of the Convention Center, its furnishings, or outdoor or indoor displays.

**Sound, Light, and Audiovisual Devices.** The use of sound devices, megaphones, loudspeakers, or undignified methods of attracting attention are prohibited. The use of audio-visual equipment will be permitted only if sound levels and displays are not obtrusive or disruptive of other displays, and ISRI reserves the right to require such devices to be conducted in an appropriate manner. Use of audiovisual equipment shall be subject to local union regulations. Racing or flashing lights are not permitted, unless permission is granted, in writing, by Show Management.

**Equipment Displays.** Space will be available within the Exposition for displays of large or heavy equipment. Off-loading and positioning of all equipment must be contracted for through the Exposition's Official Service Contractor. Equipment display space must be a minimum of 400 square feet in size and can expand vertically or horizontally in increments of five feet. All cranes, crawlers, trucks, trailers, and other equipment must be located within the confines of the space rented. Exhibitor must license adequate space to allow personnel to conduct business within the confines of that space. Any equipment, or part thereof, that is suspended above the ground must be locked out or blocked in a manner that prevents the equipment, or part thereof, from drifting or falling towards the ground. Any moving parts of any equipment displayed must be located at minimum five (5) feet from any aisle or exhibit hallway as measured from the end of any extended moving equipment part(s) displayed to the edge of the aisle or exhibit hallway. The adequacy of such locking out, blocking or proper displaying of equipment from the aisle shall be determined by Show Management, in its sole discretion.

**Fire and Safety Regulations.** Only flame-retardant materials approved for use in the Convention Center shall be used in displays. The use of open flames, acetylene, propane, or butane gas, oxygen tanks, or flammable materials or fluids is prohibited unless prior written approval is obtained from local government authorities, the Convention Center, and ISRI. Possession, display, use, or demonstration of any devices or materials containing radioactive or hazardous substances or using X-rays is prohibited unless prior written approval is obtained from local and state/provincial government authorities and ISRI. All displays, exhibit materials, and equipment must be reasonably located within Exhibitor's booth space. No obstruction shall be placed in any aisle, passageway, lobby, or exit leading to any fire extinguishing appliances. Any exhibit area that is covered by a ceiling, roof, or second story must be equipped with an approved fire extinguisher. Equipment must be protected by safety guards. All equipment must comply with the American National Standards Institute's Safety Requirements for Design, Use, and Maintenance of Metal Scrap Processing Equipment and applicable federal, state, and local regulations, as well as any other applicable consensus standards issued by the American National Standards Institute. Safety recommendations submitted by ISRI and/or show management shall be fully complied with by Exhibitor before the opening of the Exposition. If Exhibitor fails to comply prior to the opening of the Exposition, ISRI may take such action as may be necessary to make equipment comply and all costs for such action, including but not limited to the purchase or rental of equipment, shall be borne by and billed to the Exhibitor.

**Storage.** Exhibitor is not permitted to store boxes or packing crates in or behind exhibit booths. All such materials must be removed from the show floor prior to Exhibitor's safety inspection and no later than 3:00 p.m. on Monday, April 27, 2020. All boxes and crates will be placed in storage provided they are properly labeled for storage. Those not so labeled will be removed and destroyed. Goods received by ISRI's official Exposition contractor after the opening of the Exposition shall be delivered and arranged at times other than during official Exposition hours.

**Shipping.** Neither ISRI nor the Convention Center will accept advance shipments of freight. Exhibitor shall pay the cost of drayage for removal of such shipments from the Convention Center plus storage expenses until the Convention Center is ready to accept incoming shipments from the authorized drayage company, plus cost of drayage to bring the shipment to the Exposition.

**Smoking.** Under Nevada law, smoking is not permitted anywhere inside the Convention Center.

## ATTACHMENT B - EXHIBITOR SUBCONTRACTOR REQUIREMENTS

Exhibitors utilizing independent service contractors or subcontractors must meet the following requirements:

- Exhibitor's subcontractor must obtain all licenses, permits, or bonds required by Federal, state, county, and municipal governments and the Convention Center prior to commencing work.
- The Exhibitor-appointed subcontractor must carry minimum insurance coverages equal to that set forth in the Terms and Conditions. Proof of insurance coverage must be received by ISRI no later than February 1, 2020. In addition to the additional insureds required to be named in the Terms and Conditions, the certificate of insurance provided by the subcontractor shall also list ISRI's official Exposition Service Contractor. The certificate(s) must bear the legend that "ISRI will receive 30 days' prior written notice of cancellation of, or any change to, this policy";

- Employees of the subcontractor must obtain and wear official ISRI badges while on the Exposition floor and agree to comply with all security procedures;
- The Exhibitor-appointed subcontractor must comply with all labor agreements and practices of the Convention Center and the Exposition's Official Service Contractor and must not commit, or allow to be committed by persons in its employment, any acts that could lead to work stoppages, strikes, or labor problems; and
- The Exhibitor-appointed subcontractor must fully comply with the rules and regulations of the Convention Center and be prepared to demonstrate such compliance to the Convention Center, and will be responsible for any noncompliance.

Initial Here \_\_\_\_\_

Exhibitor

ISRI

## ATTACHMENT C - EXHIBIT HALL OPERATING EQUIPMENT GUIDELINES

The following are guidelines for use in determining the viability of operating equipment in the exhibit hall.

1. Safety first. No equipment will be allowed to operate unless and until ISRI is satisfied that equipment can and will be operated in a safe manner.
2. Operating equipment may not cause undue noise or inconvenience to neighboring Exhibitors or to the ambience of the exhibit hall. In all cases, ISRI reserves the right to restrict or terminate operation of equipment if it is deemed to be disruptive the Exposition.
3. Exhibitors who propose operating equipment must rent sufficient space to provide for the safety clearances and operating conditions discussed below.
4. All Exhibitors who propose operating equipment must provide a drawing, roughly to scale, of the layout of their equipment in their Space.
5. All Exhibitors who propose operating equipment must provide specifications for power (and/or water) consumption and operating noise ratings in decibels on the A scale (dBA) as measured from a distance of three (3) feet.
6. Equipment operating at 80 dBA or higher may not operate during any luncheons or receptions held in the facility. Equipment operating at a level of less than 75 dBA may operate at all times. For equipment operating at a levels of 75 dBA or higher and below 85 dBA, ISRI may require additional time limits on the operation of the equipment. Time limits may vary day-to-day and in different venues.
7. Noise levels will be measured on equipment operated and approved by ISRI.
8. ISRI reserves the right to shut down any operating equipment should ISRI receive complaints about the operation or for any other reason that ISRI, in its sole discretion, determines is in the best interests of the Exposition.
9. All moving equipment must be powered by electricity. Under no circumstances will any combustion-driven power source be allowed to operate in the exhibit hall except as directed during official load-in/load-out hours.
10. Cylinder locks are required for all extended hydraulics, irrespective of configuration or the presence of intrinsic safety design features built in.
11. Moving parts must always be out of reach by attendees, either through equipment housing, plexiglass guards, or by stanchion/fencing. Equipment with open vertical or horizontal movement must be stanchioned/fenced to provide a clearance of at least five (5) feet from the outside limits of movement in all directions, including the aisle or exhibit hallways.
12. Exhibitors must eliminate any risk of material/debris departing the machine and reaching exposition attendees.
13. Equipment with vertical movement with the potential to reach the floor must not exert force on the floor in excess of 350lbs/sq. foot.
14. Equipment must be operated only by employed personnel of the exhibiting company.
15. Equipment must be sufficiently locked out to prevent intentional or unintentional operation by others. When dormant for any period of more than one (1) hour, the equipment must be sufficiently blocked to prevent vertical or horizontal movement of any kind.
16. All displays that may cause unusual or unique hazards - such as rolling or toppling - or that are of excessive weight must be rendered incapable of accidental movement. Cylinder locks are required for all pressurized hydraulics irrespective of configuration or the presence of intrinsic safety design features.

## ATTACHMENT D - APPLICATION TO SERVE ALCOHOLIC BEVERAGES DURING THE EXPOSITION

Alcoholic beverages may also be served by the Exhibitor during the Exposition if all of the following conditions are met:

1. Permission from ISRI must be requested in writing no later than April 1, 2020. The request should detail the type of alcohol service requested. Written approval from ISRI and the Convention Center Event Management must be received before engaging in alcoholic beverage service.
2. Alcoholic beverage service must be ordered through the Convention Center catering contractor and alcoholic beverages must be served only by the Convention Center's catering contractor.
3. Exhibitors must comply with all Convention Center regulations and all applicable laws, including laws relating to the sale, service, distribution and consumption of alcoholic beverages.
4. Exhibitor must allocate adequate space within its Space for the service and consumption of alcoholic beverages.
5. ISRI may, in its sole determination, limit the date(s) and time(s) of permitted alcohol service during the Exposition.
6. Exhibitor waives, releases, and discharges ISRI and its officers, directors, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which Exhibitor has or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to the service of alcoholic beverages at the Exposition, including death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Exposition site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by the negligent acts, omissions, or the carelessness of the Released Parties.

# Exhibit Application Payment Form

## 2020 ISRI CONVENTION AND EXPOSITION

Mandalay Bay Convention Center, Las Vegas, Nev. April 27-30, 2020



Exhibiting Organization \_\_\_\_\_

Trading As (if different from above) \_\_\_\_\_

Contact Person\* \_\_\_\_\_ Title \_\_\_\_\_

BOOTH SPACE RESERVATION					EQUIPMENT SPACE RESERVATION				
Booth Space Location(s): _____					Equipment Space Location(s): _____				
CATEGORIES	QTY	MEMBER RATE	NONMEMBER RATE	TOTAL	CATEGORIES	QTY	MEMBER RATE	NONMEMBER RATE	TOTAL
10' x 10' Standard*		\$3,750	\$6,450 / \$3,750	\$	First 400 sq. ft. (minimum)		\$10,000	N/A	\$
10' x 10' Premium*		\$4,250	\$6,950 / \$4,250	\$	Additional Space		\$12 per sq. ft.	N/A	\$
<b>TOTAL</b>		Prices quoted are in U.S. dollars		\$	<b>TOTAL</b>		Prices quoted are in U.S. dollars		\$

\* Premium booths are marked with a "P" on the exhibit floor map. Island booths consisting of more than one 10' x 10' space will be priced based on the cost of the individual booths.

### Payment Deadlines:

In exchange for the reservation of certain exhibit booth and/or equipment display space(s) under the terms specified herein, Applicant agrees to remit payment based on the space reservation indicated in the Application. A twenty-five percent (25%) non-refundable deposit payment is due with this signed application if Exhibitor applies for exhibit space before October 31, 2019. The balance is due on or before October 31, 2019. Exhibitors who have not paid in full by October 31, 2019 risk forfeiting their exhibit space and deposit. All applications submitted after October 31, 2019 must be submitted with full payment. Applications received without a deposit, if the deposit is not provided within thirty (30) days of submission of the Application, will not be processed nor shall space be assigned.

Deposits may be paid by check or credit card in U.S. currency. Payments for the remaining balance may be made by check, credit card, or by wire transfer in U.S. currency. Note: In order to qualify for the ISRI member price, Exhibitors must be ISRI members in good standing on or before March 1, 2020.

Payments should be delivered by mail to: ISRI 2019 Exposition, Suite 400, 1250 H Street, NW, Washington DC 20005-5903, or by fax to 202/624-9257

### Payment Information:

**Check** enclosed payable to ISRI       **Wire Transfer** For wire instructions, contact ISRI at 202/662-8500. Transfers must be in US Dollars. Please make sure that wire transfer fees are calculated and included in your payment.

**Visa**       **MasterCard**       **American Express**

Payment Amount: US\$ \_\_\_\_\_ (including wire fees, if applicable)

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ / \_\_\_\_\_

Billing Address \_\_\_\_\_ CVV \_\_\_\_\_

Cardholder Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_

**Note: ISRI employs best efforts to comply with the PCI Security Standards Council in credit card processing. For your safety, please DO NOT email credit card information.**