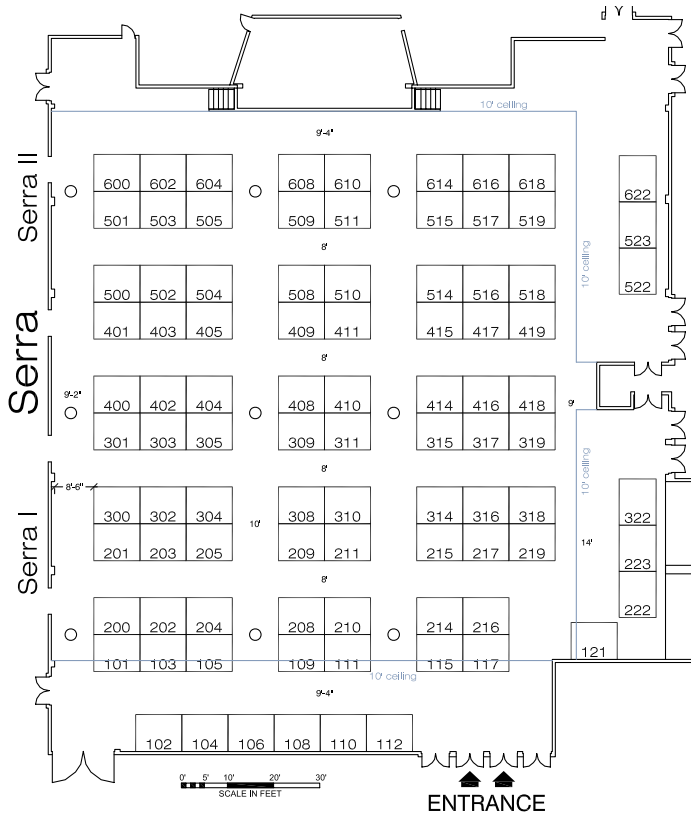




RETA 2009

EXHIBIT BOOTH RULES & REGULATIONS

RETA's 100th Annual National Conference
& Exhibition
October 13-16, 2009
Monterey, California



- 1. Who may exhibit** — Firms whose businesses provide products or services suitable for use in the industrial refrigeration industry are invited to participate. Each exhibitor must be a member of RETA in good standing, or must pay the non-member rate. RETA reserves the right to refuse exhibition space to any applicant.
- 2. Space Assignment** — RETA allows each exhibitor to select their booth location. Exhibit space is assigned/chosen on a first-reserved; first-served basis. RETA provides each exhibitor 24 hours in which to select booth space. RETA will make its best effort to assign the space requested by the exhibitor. If none of the spaces requested are available, space will be assigned to conform as nearly as possible in size and location.
- 3. Relocation of Booth Space** — Should it become necessary, RETA reserves the right to relocate an exhibitor for the good of the Show.
- 4. Sharing of Booths** — Exhibitors may not share exhibit space. Each exhibiting company must contract and pay for its own exhibit space.
- 5. Cancellations** — All cancellations must be made in writing. Cancellations received on or before July 1, 2009 will result in an a \$500 administrative cancellation fee per booth. No refunds will be granted after July 1, 2009. Should the exhibiting company cancel its reserved space after cancellation date, RETA reserves the right to lease the reserved space to another exhibitor and to retain as liquidated damages all amounts paid to RETA. Both the exhibitor and RETA specifically recognize and acknowledge that RETA will sustain certain losses if the exhibiting company cancels its exhibit space after the space cancellation date. Because it would be difficult, if not impossible, to quantify these damages, the parties agree that this provision for liquidated damages is necessary and appropriate. In the event that the exhibitor fails to pay the full amount by the date specified in the body of the contract, RETA reserves the right to consider, as its option, said failure to be a cancellation of the exhibitor space, to lease said space to another exhibitor and to invoke the liquidated damage clause set forth above.
- 6. Sublet of Space** — Exhibitors are not allowed to assign, sublet or apportion the whole or any parts of space allotted to them or exhibit therein any goods other than those manufactured and sold in the regular course of their business unless written permission is granted by RETA.
- 7. Soliciting** — Soliciting or canvassing of any kind or distribution of literature in the exhibit areas, registration areas or meeting rooms by non-exhibiting firms is strictly forbidden. Any person doing so will be asked to leave. Exhibiting firms may only solicit, canvas or distribute materials in their exhibit space unless expressly authorized by the terms of sponsorship as outlined by the RETA staff. No exhibits or displays are allowed in guest rooms, meeting rooms or hotel corridors during the RETA Conference unless approved by RETA. Affixing advertising material to walls, pillars etc. is not allowed. Distribution for non-RETA events, such as mini-shows, is not allowed.
- 8. Booth Configuration** — All booths are as shown on the floor plan and dimensions indicated are believed to be accurate but are only warranted to be approximate. All booths are 10' wide x 8' deep. Back drapes of booths are 8', 3" high and dividers are 3' high. To maintain uniformity and to prevent the obstruction of view of adjoining booths, displays may not be higher than 8', 3" in the back of the booth and 4' along dividers and aisles. Displays may not extend farther than 5' from the back wall. No wall, partitions, decoration or other obstructions may be erected which in any way interferes with the view of any other exhibitor. RETA standards are set in line with those of the International Association of Exposition Managers. The 2009 exhibition is considered a "table top" show, i.e., no heavy equipment will be displayed. Item(s) on display may not exceed 250 pounds per square foot.
- 9. Union Requirement (where applicable)** — The handling, placing or setting out of merchandise to be displayed does not require union labor and may be done by

RETA
PO Box 1819 Salinas, California 93902
www.RETA.com Tel: 1.831.455.8783 Fax: 1.831.455.7856

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the exhibitor. Displays must be erected, assembled, dismantled, packed and unpacked by union labor **only when applicable**. The contracted drayage firm for the 2009 Show, Arata Exposition, will allow exhibitors to hand-carry materials into the Show.

- 10. Storage** — Exhibitors' crates and boxes will be stored by the service contractor and returned after the Show closes. Exhibitors should mark each piece with their company name and booth number. No crates or boxes will be returned before the close of the Show.
- 11. Premises** — The premises are licensed on an "as is" basis and RETA will not be liable for pre-existing condition of the premises or for conditions arising during the period of the license. The exhibitors shall return the premises in the same condition as they were received.
- 12. Liability and Insurance** — Neither RETA, any of its officers, staff members or trade show committees, nor the owners, employees or representatives of the Monterey Conference Center (MCC) or Portola Hotel and Spa will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitors' employees or property prior, during or subsequent to the period covered by the exhibit contract. The exhibitor expressly releases RETA individuals, committees and firm from and agrees to indemnify same against any and all claims for such loss, damage or injury. While RETA has designated certain official contractors to perform certain services in connection with the Show, RETA assumes no responsibility or liability for any of the services performed or materials provided by such contractors. RETA shall not be liable for failure to perform its obligations under this contract due to strikes, riots, acts of God or any other causes beyond its control. Anyone visiting, viewing or otherwise participating in the exhibitors' exhibit is deemed to be the invitee or licensee of the exhibitor rather than the invitee or licensee of RETA. RETA shall not be liable for injury of any type from any cause to property of the exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the exhibitor. The exhibiting company assumes full responsibility and liability for the actions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agrees to save harmless RETA and the exhibit hall from responsibility or liability resulting directly or indirectly there from.
- 13. Music Licensing** — Exhibitors represent and warrant that they shall comply with all copyright restrictions applicable to exhibitors including, but not limited to, any music performance agreement between the Association and ASCAP or BMI. Exhibitors further represent and warrant that they shall obtain any additional licenses or grants of authority required of exhibitors under the copyright laws and present the Association with a copy of such licenses or grants no less than 30 days prior to start of the Show.
- 14. Governing Codes** — Exhibitors shall comply with fire code laws and all other rules, regulations, codes, or statutes with respect to the installation, conduct and disassembly of their exhibits. Exhibitors shall also comply with all reasonable requests of RETA officials with respect to the installation, construct and disassembly of their displays.
- 15. Booth Setup** — Exhibitors should strive to have their displays ready two (2) hours prior to the scheduled opening time. Exhibitors who are not set up by the show opening or exhibitors that begin breaking down their booths prior to the published closing time of the show will be fined \$500 and may lose their rights to participate in future RETA Shows.
- 16. Retail Sale** — Retail sale of any product is not permitted during show hours unless authorized in writing by RETA. Seller(s) must comply with

rules and regulations of the MCC.

- 17. Security** — RETA provides guard service for overnight security. However, RETA shall not be liable for damage or loss to any exhibitors' property through theft, fire, accident or any other destructive cause whether the result of negligence or otherwise. Exhibitors must insure their own exhibit and display material. RETA assumes no liability for any injury that may occur to visitors to the exhibit floor, exhibitors or their agents and employees or others. Exhibitors agree not to make claims against RETA, its employees or agents, except for claims based upon an alleged breach of contract by RETA.
- 18. Admission to the Show** — Except as noted, the RETA Conference is not open to the public. The 2009 Exhibition is open FREE to the refrigeration public only on Tuesday, October 13, 2009, between 4 and 7 pm. Exhibitors will be provided one complimentary Conference registration per booth with each exhibit booth; additional registrations are available at a special Exhibitor rate.
- 19. Guests** — There is NO "Guest of Exhibitor" category. All booth personnel must register for the Conference in order to attend any events, including access to the exhibit hall. See #18 above.
- 20. Identification Sign** — One identification sign is included with your exhibit space.
- 21. Signs** — All signs must be within the booth area and may not be posted on columns or pillars nor placed in the aisles. In addition, all signs must conform to other height limitations.
- 22. Noises** — Unusual or distracting noises, smells and activities should be kept to a minimum.
- 23. Alcoholic Beverages** — MCC holds the exclusive liquor license; therefore, any beer, wine or liquor must be purchased and served through the MCC. Exhibitors should exercise discretion in the use of alcoholic beverages in the exhibit areas.
- 24. Wheeled Conveyances** — Only wheeled conveyances needed for disability reasons are allowed on the Show floor (other than during the designated hours for Show set-up and tear-down).
- 25. Pets** — No pets except those needed for disability reasons are allowed on the Show floor.
- 26. Violation of Rules** — Any individual company that violates any of the RETA Show rules and regulations is subject to forfeiture of space and may result in the loss of the rights to exhibit or attend RETA Shows.
- 27. Opportunity Drawing** — An exhibitor who wishes to host an opportunity drawing must receive written permission from RETA. The value of the prize may not exceed \$200. The drawing may not take place in conflict with any scheduled Conference or Exhibition event or sponsored activity. RETA retains the right to establish the parameters for any on-site drawings.
- 28. Amendments** — RETA, through its representatives, shall have full power in the interpretation and enforcement of all rules contained herein and the power to make such amendments thereto and such rules and regulations as they shall consider necessary for the proper conduct of the exhibit. There is no agreement or warranty between the exhibitor and RETA except as set forth in this document. The rights of RETA under this contract shall not be deemed waived except as specifically stated in writing signed by an authorized representative of RETA.
- 29. Fees** — Member rate for 10'x8' booth is \$1,375; nonmember rate is \$1,750. All fees must be paid by August 15, 2009 for tradeshow participation.