

APPLICATION & CONTRACT TO EXHIBIT

2012 ISRI CONVENTION AND EXPOSITION

Mandalay Bay Convention Center, Las Vegas - April 16-18, 2012



Exhibiting Organization _____

Trading As (if different from above) _____
(Please list name as it should appear in the conference program)

Contact Person* _____ Title _____
(This person will receive all future correspondence about the Exposition)

Address _____

City _____ State/Prov _____ Zip _____ Country _____

Email _____ Phone () _____ Fax () _____

Company Website _____

BOOTH & SPACE RATES AND SPECIFICATIONS

BOOTH CATEGORIES	QUANTITY	MEMBER RATE	NONMEMBER RATE	TOTAL
			1st booth / additional booths	
10' x 10' Standard Booth*		\$3,250	\$5,750 / \$3,250	\$
10' x 10' Premium Booth*		\$3,750	\$5,950 / \$3,750	\$
EQUIPMENT DISPLAY SPACE				
First 400 sq. ft. (minimum)		\$8,000	\$10,500	\$
Additional space		\$10 per square foot	\$10 per square foot	\$
TOTAL PAYMENT DUE				\$

* 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:

Before November 30 - 50% payment with application with balance due on November 30, 2011

After November 30, 2011 - Full payment with application.

Payments may be made by check, credit card or by wire transfer in U.S. currency. For wire information, contact ISRI at 202/662-8500. Payments should be delivered to: ISRI 2012 Exposition, Suite 600, 1615 L Street, NW, Washington DC 20036-5610. Note: In order to qualify for the ISRI member price, exhibitors must be ISRI members in good standing on or before February 1, 2012.

Payment Information:

Card Number _____ Exp. Date ____ / ____

Check enclosed payable to ISRI

Billing Address: _____

Wire Transfer

Cardholder Name (Please Print) _____

Visa MasterCard American Express

Signature _____

BOOTH ASSIGNMENTS

Please list booth number preference: 1st _____ 2nd _____ 3rd _____ 4th _____

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. For more information or assistance, contact ISRI Exhibit Manager Cara Stann. Phone: 919/563-5291 Fax: 919/563-5311 or email: isri@meetinginsites.com.

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 2012 ISRI Convention and Exposition.

- Ferrous Metals Nonferrous Metals Paper Plastics Tires/Rubber Electronics

AUTHORIZATION AND AGREEMENT

The persons signing this agreement represent and warrant that they have the authority to enter into this agreement and bind their respective parties to the terms set forth herein. We agree to the terms and conditions outlined on all pages of this "Contract to Exhibit at 2012 ISRI Convention and Exposition."

Exhibitor Signature _____ Date _____ Robin K Wiener, President _____ Date _____
 Institute of Scrap Recycling Industries, Inc.

Print Name & Title _____

TERMS AND CONDITIONS

This contract is entered into by the Institute of Scrap Recycling Industries, Inc. (1615 L Street, N.W., Suite 600, Washington, DC 20036-5610), hereinafter referred to as "ISRI," and the Exhibiting Organization named on the first page, hereinafter referred to as "Exhibitor" for the licensing of exhibit space at the 2012 ISRI Convention & Exposition (the "Exposition"), to be held at the Mandalay Bay Convention Center, Bayside B & C, hereinafter referred to as the "Convention Center," in Las Vegas, Nevada, April 16-18, 2012.

1. In consideration of the total payment to be paid by Exhibitor, as listed on the first page, ISRI agrees to:
 - a. license booth space(s) and equipment display space(s) to exhibitor during the Exposition;
 - b. provide exhibitor booth space consistent with the design specifications set forth in Attachment A to this contract ("Exhibit Specifications") attached hereto and specifically incorporated herein. Included in the licensing fee for the booth space and/or equipment display space are one company identification sign (measuring 7" x 44"), one company listing in the ISRI convention program (provided the booth space is contracted and paid for in full prior to the program printing deadline), one complete printed list of convention registrants, and one listing of convention registrants preregistered as of 30 days prior to the convention to be used solely and exclusively for promotion of the exhibitor's appearance at the convention;
 - c. provide the following complimentary registrations upon payment in full:
Booth spaces: two full registrations per 10'x10' booth space. 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 exhibitors to purchase three (3) Exhibit Hall Only Personnel badges per 10'x10' booth space or equivalent equipment display space - to a maximum of twenty (20) personnel badges - for a fee of \$250 each. These badges may only be used by employees of the Exhibitor. Proof of employment status may be required;
 - e. provide the option for Exhibitor to purchase an unlimited additional number of Exhibit Hall Only Personnel badges at \$500 each. These badges may only be used by employees of the Exhibitor. Proof of employment status may be required;
 - f. schedule at least seven (7) hours of exhibit time with no competing general attendance convention-sponsored programs; and
 - g. hold at least one food event in the Exhibit Hall during the Exposition.
2. In consideration of the licenses, badges, goods and services to be provided by ISRI pursuant to Section 1 above, Exhibitor agrees:
 - a. to pay license fees to ISRI in the total amount listed on the first page on or before due dates as described above or at the time of submission of this contract, whichever comes later;
 - 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. ISRI shall have the right to prohibit Exhibitor from exhibiting at the Exposition unless all obligations are paid in full prior to March 16, 2012;
 - c. to notify ISRI in writing on or before December 31, 2011 of cancellation or reduction of licensed space to be eligible for a refund of fees paid less twenty-five (25) percent of the booth/equipment display license fee to cover nonrefundable administrative costs of processing booth/equipment display license applications. After December 31, 2011, fees are not refundable. However, if all exhibit space is sold out at the time of the Exposition, an amount equal to fees paid, less 25 percent, will be credited to the license of space of equal or greater value at the 2013 Exposition;
 - d. 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 90 days before the Exposition);
 - e. to use Exhibitor Personnel badges, described in 1(d) and 1(e) above, exclusively for employees of the exhibitor and/or its authorized distributor. Should show management find ineligible individuals in possession of these badges, the badges may be voided with no refund of fees provided. Exhibitors found to be misusing badges in any manner may lose exhibit points in the ISRI booth selection process that have been earned for the current year.
 - f. 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 January 1, 2012. 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.
 - g. not to assign, sublicense, or apportion the whole or any part of the space allotted, or have representatives, equipment or materials from other than its own company in the said space, without written consent from ISRI;
 - h. to abide by all rules and regulations of the Convention Center, which are specifically incorporated herein by reference;
 - i. not to use the whole or any part of the space for any illegal purpose, in conflict with any applicable law, ordinance, rule, or regulation of any governmental authority; in any manner which constitutes any waste or nuisance; or in any manner which causes injury to the facilities, or in violation of the rules and regulations of the Convention Center.
3. The Exhibitor's contact person designated above shall be duly authorized by the Exhibitor to act as representative in charge of planning, installing, removing, and staffing the exhibit.
4. Subject to the schedule established by ISRI's official exposition service contractor, exhibitors may begin installation at 8 a.m. on Saturday, April 14, 2012, and shall complete such work no later than 2 p.m. on Monday, April 16, 2012. Space not occupied by 10 a.m. on Monday, April 16, 2012, will be forfeited by Exhibitor. Such space may be licensed, reassigned, or used by ISRI without refund of the license fee. All displays and equipment must be removed by 6 p.m. on Thursday, April 19, 2012. 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. on Wednesday, April 18, 2012 is prohibited. Exhibitors dismantling early may lose exhibit points in the ISRI booth selection process that have been earned for the current year.
5. 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, 2012. Such notice must include the name, address, and telephone number of the firm and the name of the on-site 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 contract and specifically incorporated herein.
6. Insurance and liability coverage is the full and sole responsibility of the Exhibitor (See Section 2.f for discussion of Exhibitor's responsibilities regarding procurement of insurance). 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.
 - a. Exhibitor assumes all responsibility and hereby agrees to protect, indemnify, defend, and hold ISRI, its employees and/or agents, and the Convention Center, its employees, and/or agents harmless against all claims, expenses, and losses for and damages to persons or property, governmental charges or fines, and attorneys' fees arising out of, or caused by, Exhibitor's installation, removal, maintenance, occupancy, or use of the Exposition premises or a part thereof.
 - b. Exhibitor agrees to indemnify, defend, and hold ISRI harmless from any claims of actual or alleged trademark or copyright infringement related to designs used in booth construction or materials distributed by the Exhibitor. Exhibitor warrants that it has the legal right to display any trademarks or service marks represented on its booth, equipment, or literature.
7. Exhibitor is not acting as an agent of ISRI. By licensing space to the Exhibitor, ISRI does not endorse any of the products sold or exhibited by Exhibitor. Exhibitor agrees to indemnify, defend, and hold ISRI harmless from and against any claims, demands, costs (including attorneys' fees), liabilities, or settlements arising out of the sale or exhibition of any products sold by the Exhibitor at the Exposition. Exhibitor is solely responsible for procuring any governmental licenses or permits required by any governmental authority for conducting business within such government's jurisdiction and shall be responsible for any fees or taxes associated with such activities.

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Initial Here _____

Exhibitor

ISRI

TERMS AND CONDITIONS - CONTINUED

8. If the premises are defaced or damaged by Exhibitor or 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, Exhibitor shall pay the Convention Center and other persons suffering damage as a result therefrom for any and all of such expenses incurred thereby.
9. ISRI reserves the absolute right to change the Exposition dates and/or sites. Upon written request from Exhibitor received within 15 business days after receipt of change notice, 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 will ISRI be liable for any claims or damages associated with loss of income or profits.
10. ISRI reserves the right to relocate Exhibitor to comparable space if deemed advisable by ISRI Exposition Management to further the best interests of the show. Exhibitor will be notified in writing as soon as possible prior to opening of the show 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.
11. In the event of strike, flood, earthquake, fire, labor disputes, acts of God, war, force majeure, acts of terrorism, loss of convention facilities, curtailment of transportation facilities to or from Las Vegas, or any other conditions or circumstances beyond the control of ISRI that shall make it illegal, impossible, or commercially impracticable to hold the Exposition and cause cancellation, delay, disruption, or curtailment of the Exposition, either in whole or in part, either prior to or after commencement of the installation of the Exposition, ISRI shall not be held liable therefore and the license and registration fees shall not be refunded.
12. During the course of the Exposition, ISRI reserves the right to close any exhibit that is found to violate this agreement. In such event, there shall be no refund of either registration or booth license fees. ISRI reserves the right to refuse to permit the Exhibitor to exhibit in one or more future ISRI-sponsored expositions by reason thereof.
13. Any controversy or claim arising out of or relating to this contract or breach thereof, shall be settled by arbitration in Washington, D.C., in accordance with the 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.
14. This agreement supersedes all previous agreements, oral or written, between ISRI, or its representatives, and the Exhibitor and represents the whole and entire Agreement between the Parties. All other agreements, proposals, communications, promises, or representations, oral or written, which have been made shall not be relied upon by either Party. No variations, modifications, or changes to this contract shall be binding unless executed in writing by the Party to be charged. If any provision of this contract is found unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

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, and booth personnel within the confines of its booth. 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. Largest freight dock door entrance is 24 feet wide and 24 feet high. Ceiling height in the equipment display area of the Exhibit Hall is 30 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 10 feet for inline booths and 20 feet for peninsula or island booths. Booths, equipment or displays rising above the provided booth drape must supply, at exhibitor 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 1, 2012. 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 displays.

Inappropriate Exhibits. ISRI reserves the right 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 received by ISRI by February 1, 2012.

Animals. Except for service animals (as defined by the Americans with Disabilities Act), no live animals shall be permitted in the Exposition without 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. The adequacy of such locking out or blocking 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.

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Initial Here _____

Exhibitor

ISRI

ATTACHMENT A - EXHIBIT SPECIFICATIONS, continued

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 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. 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 2:00 p.m. on Monday, April 16. 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 Mandalay Bay Convention Center. Smoking is allowed only in casinos and in designated and marked outdoor smoking areas.

ATTACHMENT B - EXHIBITOR SUBCONTRACTOR REQUIREMENTS

As provided in Section 5 of attached contract, exhibitors utilizing independent service contractors must meet the following requirements:

- The subcontractor must obtain all licenses, permits, or bonds required by Federal, state, county, and municipal governments prior to commencing work. ISRI reserves the right to request evidence of compliance;
- The Exhibitor-appointed subcontractor must carry minimum insurance equal to that set forth in section 2f of the Terms and Conditions. Proof of coverage must be received by ISRI not later than February 1, 2012. A certificate of insurance as required in section 2e shall be provided by the contractor and, in addition to the additional insureds named in 2f, 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, the policy";

- Employees of the subcontractor must obtain and wear official ISRI badges while on the Exposition floor; and
- 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.
- 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.

ATTACHMENT C - EXHIBIT HALL OPERATING EQUIPMENT GUIDELINES (Rev. 2011-1)

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 exhibits 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 to exhibit hall operations.
3. Exhibitors who propose operating equipment must rent sufficient space to provide for the safety clearances discussed below.
4. All exhibitors who propose operating equipment must provide a drawing, roughly to scale, of the layout of their equipment in their leased space.
5. All exhibitors who propose operating equipment must provide specifications for power (and/or water) consumption and operating noise ratings in decibels (db).
6. 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.
7. 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 five (5) feet from the outside limits of movement in all directions.
8. Exhibitors must eliminate any risk of material/debris departing the machine and reaching exposition attendees.
9. Equipment with vertical movement with the potential to reach the floor must not exert force on the floor in excess of 350lbs/sq. foot.
10. Equipment must be operated only by employed personnel of the exhibiting company.
11. 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.
12. 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.

Initial Here _____

Exhibitor

ISRI