

EXHIBIT SPACE APPLICATION FORM

Environmental Mutagen Society 39th Annual Meeting

October 18–22, 2008

Rio Mar Beach Resort, Rio Grande, Puerto Rico

Company _____ For Profit Not-for-profit

Street _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Contact _____ E-mail _____

Web site _____

I agree to abide by the 2008 Exhibit Rules and Regulations which are made a part of this contract by reference.

Signature _____ Date _____

Preferred booth locations: 1. _____ 2. _____ 3. _____

Please fill in a brief description for use in the final program (50 words or less): _____

Please list four categories your company falls under: _____

8'x10' Exhibitor Fee: \$1,000 U.S. Dollars—standard booth

This includes 9' skirted table, two chairs and one (1) complimentary conference registration fee.

Non-Profit Exhibitor Fee: \$550 U.S. Dollars.

Booth #: _____

Amount Due: _____

PAYMENT TYPE

Visa Master Card American Express

Card number: _____

Exp. Date: _____

Signature: _____

Name on card: _____

Check (made payable to Environmental Mutagen Society)

Payment must be received with application. Please retain a copy for your records and remit to:

Environmental Mutagen Society
1821 Michael Faraday Drive
Suite 300
Reston, VA 20190

Phone: (703) 438-8220
Fax: (703) 438-3113
lkasabian@ems-us.org

2008 EMS RULES AND REGULATIONS

CHARACTER OF THE EXHIBITION: The purpose of the Environmental Mutagen Society exhibit program is to further the education of the registrants by providing an area for Exhibitors to present information on products or services pertinent to the scientists' professional interests. The Society reserves the right to determine the eligibility of any company product or service and the right to restrict, prohibit or evict any Exhibitor or product that in the opinion of Show Management detracts from the character of the exhibition or for any violation of the following Rules and Regulations. In the event of such restriction or eviction, the Society is not liable for refunding exhibit fees or any other cost incurred by the Exhibitor. Violations of the Rules and Regulations may also result in loss of Exhibitor priority.

BOOTH SPACE CANCELLATION TERMS: It is agreed that (a) if a company cancels its space between January 10, 2008 and March 1, 2008, it will be responsible for paying 50% of the total cost of the space; (b) if cancellation occurs after March 1, 2008, the company will be responsible for paying the full cost of the booth space. In the event of booth space cancellation, the Exhibitor must notify the Society in writing or refunds will not be considered. The Society reserves the right to cancel this contract in any event, on written notice to applicant, if the Society considers it inadvisable to hold the Exhibition.

GENERAL CONDUCT OF EXHIBITS: The following practices are prohibited by the Environmental Mutagen Society: (1) noisy electrical or mechanical apparatus interfering with other exhibitors; (2) operation of X-ray equipment; (3) canvassing or distributing any material outside the Exhibitor's own space without the Society's approval; (4) subleasing of exhibit space; (5) the use of billboard advertisements and/or display of signs outside the exhibit area; (6) soliciting participation in surveys or otherwise harassing registrants; (7) publicizing and/or maintaining any extracurricular activities, inducements, demonstrations, or displays away from the exhibit area during the meeting and exhibit hours; (8) contests or games of chance conducted on-site; (9) entry into another Exhibitor's booth without permission; (10) photographing or examining another Exhibitor's equipment without permission; (11) the distribution of any give-away items (excluding items regularly manufactured by the exhibiting company) not approved by Toxicologic Pathology and that are priced at more than \$5.00 each; (12) exhibiting or selling products/services to prospects before the opening of the show; (13) the smoking of cigarettes and cigars in the exhibit area; (14) the distribution of food except for beverages and candy with prior Society approval; (15) the playing of copyrighted music without the proper licensing; (16) the displaying of live animals and/or animals in distress in videotapes or photos as part of a display or sales literature; and (17) all exhibit space must be on carpet.

The use of open audio systems is discouraged. Requests to use an open audio system must be approved by the Exhibit Director, and the Exhibitor must agree to discontinue its use if the sound level is deemed to be objectionable to the registrants or adjacent Exhibitors.

Exhibitors are requested to staff their exhibits during show hours with personnel attired in a manner consistent with the decorum or the meeting as well as knowledgeable in the products and policies of the company.

The Exhibitor agrees to promptly remove from its exhibit space any person or thing that Show Management determines not to be suitable or in keeping with the character of the exhibition.

Relevant portions of the foregoing prohibited practices are applicable to non-exhibitors at all times.

DISTRIBUTION OF SAMPLES AND GIVE-A-WAYS: All distributions either on the exhibit floor or at hotel(s) of business-like samples and give-a-ways are permitted only at the discretion and written permission of the Society and Show Management, and provided that (1) they are priced at \$5.00 U.S. Dollars a piece or less; (2) there is no interference with adjoining Exhibitors, and (3) the items must be in good taste.

INSURANCE: All Exhibitors, their contractors and suppliers working in the exhibit area are required to carry liability insurance. Exhibitors must operate and maintain their exhibit so that no injury will result to any person or property. Every reasonable precaution is taken by the exhibition location and the Society to safeguard and protect the Exhibitors' property while at the exhibition. All Exhibitors are strongly urged to obtain full-coverage temporary insurance for their merchandise and displays while in transit and while at the exhibition.

LIABILITY: Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save the Environmental Mutagen Society, The Rio Mar Beach Resort, Rio Grande, Puerto Rico, and its employees and agents harmless against all claims, losses, and damages to persons or property, government charges or fines, and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the negligence of the Rio Mar Beach Resort, Rio Grande, Puerto Rico, its employees and agents. In addition, the Exhibitor acknowledges that the Environmental Mutagen Society and the Rio Mar Beach Resort, Rio Grande, Puerto Rico do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor. The Society and the Rio Mar Beach Resort, Rio Grande, Puerto Rico shall take reasonable precautions against damage or loss by fire, water, storm, theft or strikes or other emergencies, but do not guarantee or insure the Exhibitor against loss by reason thereof. In case their premises of the Rio Mar Beach Resort, Rio Grande, Puerto Rico shall be destroyed or damaged, or if the show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by demonstration, reason of any strike, \ lockout, injunction, act of war, act of God, emergency declared by any government agency or by the Society or for any other reason, this exhibit space application/contract may be terminated by the Society. In the event of such termination, the Exhibitor waives any and all damages and claims for damages, and agrees that the sole liability of the Society shall be of returning to each Exhibitor his or her space payment less the prorated share of all costs and expenses incurred and committed by the Society.

These Rules and Regulations are deemed part of all exhibit space contracts. Any and all matters not specifically covered by the Rules and Regulation shall be subject solely to the decision of the Show Management. Show Management shall have full power to interpret, amend, and enforce these Rules and Regulations, provided any amendments, when made, are brought to the notice of Exhibitors. Each Exhibitor, for itself, its employees and agents agree to abide by the Rules and Regulations and by any amendments or additions thereto in conformance with the preceding sentence.

EXHIBIT AND PUBLIC POLICY: (a) Each Exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention and public safety, while participating in this show. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility of the Exhibitor. (b) Materials used in all parts of exhibit construction, together with curtains, draperies and other decorative materials must be flameproof as prescribed by the fire ordinance of the city.

The Fire Marshall will examine all exhibits and test construction and decorative materials prior to the opening of the exhibit. No combustible material such as crepe paper, tissue paper, cardboard or corrugated paper or board shall be used in, or about, or in the construction of any exhibit or part of an exhibit at anytime. (c) Nothing shall be posted, tacked, mailed, screwed or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Anything necessary or proper for the protection of the building, equipment or furniture will be at the expense of the Exhibitor. (d) No Exhibitor may allow an article to be brought into, or permit any act to be done in the Rio Mar Beach Resort, Rio Grande, Puerto Rico which will increase the premiums or void policies of insurance held by the Society. No Exhibitor may permit any act by its employees, agents, or guests by which the premises of the Rio Mar Beach Resort, Rio Grande, Puerto Rico shall in any manner be marred or defaced. (e) Each Exhibitor must surrender the space occupied by it in the same condition as at the commencement of its occupation. Any damage done to the premises by the Exhibitor shall be made good to the Society or the Rio Mar Beach Resort, Rio Grande, Puerto Rico as their interests may appear.

FLAMMABLE MATERIAL: No volatile or flammable fluids, substances, or materials of any nature prohibited by local ordinances, the Fire Prevention Bureau, or insurance carriers may be used in any booth. The use of crepe or corrugated paper is strictly prohibited.