

Railway Supply Institute, Inc.
Outdoor Off-Track Exhibit Space Application / Contract



For: Railway Interchange 2011
 September 18 – 21, 2011
 Canadian Pacific's Humboldt Yard
 2625 49th Ave N. Minneapolis, MN 55430

Note: View RSI Online Floor Plan Here, <http://s15.a2zinc.net/clients/RSI/RSI2011/public/fp.aspx?ID=56&sortMenu=104000>, To View the Outdoor Space, click rail yard.

Company Name (this is how you want it to appear in Railway Interchange publications)

 Company Name

Has your company exhibited at an RSI tradeshow before? Yes No

Address Information (this is where you want all RI 2011 information sent)

 Address

 City

 State

 Zip Code

 Country

Tradeshow Contact Person

 Name

 Job Title

 Email Address

 Work Phone

 Mobile Phone

Space Preferences / Information

- Please indicate your first, second, and third choice. (See track plan located on this document).

	Off Track Location / Number	Price
1.		
2.		
3.		

- List any company you do or do not wish to be near: _____

The RSI Program Committee will try to accommodate all exhibitor requests but reserves the right to assign the closest booth space available if conditions warrant.

- Please note size and weight of the heaviest piece of equipment that you will exhibit.

Length: _____ Width: _____

Height: _____ Weight: _____

Headroom required for forklifts, gates, etc.: _____

Outdoor Off-Track Exhibit Space Pricing (Row 200)

Cost: \$12 per square foot or \$3,600 for 300 sq. ft. (15' long by 20' wide)

Off Track Minimum: 15' long by 20' wide

Decks: Off track spaces are 15' long by 20' wide. No structure beyond these dimensions is allowed. Exhibitors may build ground level 15'x 20' decks.

Utilities Included In Cost: Some electrical service will be included in the cost of display space at Humboldt Yard. Exhibitors who require additional electrical service will need to contact RSI for more information.

Contract

You must submit a signed copy of this contract to the Railway Supply Institute, Inc. Application is hereby made by the undersigned for exhibition space in the RSI Railway Interchange 2011 outdoor exhibits to be held at Canadian Pacific's Humboldt Yard on September 18, 19, and 20, 2011.

The rules and regulations set forth on this contract and those listed in the RSI Handbook of Rules & Regulations located at www.rsweb.org/ri_2011_exhibitor.html have been adopted by the RSI & the Railway Interchange 2011 Program Committee and are hereby made a part hereof and referred to for greater particularity. This application is also subject to Lease Agreement between Railway Supply Institute, Inc and the Soo Line Railroad Company.

The Railway Supply Institute, Inc. is the sole sponsor of said Railway Interchange 2011 RSI exhibits for which event this name appears in the application and contract and other related documents in the abbreviated form of "RSI".

Exhibiting companies are required to be a current RSI member in good standing and continue "good standing" status through Railway Interchange 2011. I agree to renew my 2011 membership and dues with the Railway Supply Institute by April 1, 2011. Not doing so will terminate your exhibit space agreement and no refunds will be awarded.

I hereby acknowledge receipt of rules and regulations above and in the RSI Handbook of Rules and Regulations with respect to booth rental at Railway Interchange 2011 and I agree to comply with the terms and conditions stated therein.

Signature: _____ Date: _____

Print Name: _____

Company Name: _____

Payment

- Full Payment Must Be Included with Application
- Amount To Be Charged / Enclosed \$ _____
- Visa MasterCard American Express Check Enclosed

Card Number

Exp. Date

CSC/CVV

Card Billing Address (if different)

Card Holder's Name

Signature

Please complete and return this application and contract along with your full exhibit space payment. Make checks payable to the Railway Supply Institute. Send your application and payment to: Railway Supply Institute, Inc., 425 Third Street, S.W./ Suite 920/ Washington, D.C 20024. You may also fax your application to 202-347-0047. Please be sure to review your application for accuracy and make a copy of the completed application for your own records.

Applications are not considered until a signed application is turned in to RSI and the full payment is received. If you have any questions, contact Railway Supply Institute at patrick@railwaysupply.org or (202) 347-4664.

Additional Exhibitor Information

Exhibitor Details: View our Indoor and Outdoor Exhibitor Service Kits to find general exhibition information, details on how to order products and services to enhance your exhibit space through Freeman, and to find a full listing of exhibit hours including move-in and move –out dates.

- [Indoor Exhibitor Service Kit \(Minneapolis Convention Center\)](#)
- [Outdoor Exhibitor Service Kit \(CP Humboldt Yard\)](#)

Please be sure to visit our [Exhibitor Page](#) as will post updated information as often as it becomes available. There are also some important **Exhibitor Must Reads** at the bottom of the page that will assist you as you being the process of planning your exhibit space. The [IAEE Guidelines for Display Rules & Regulations](#) is particularly helpful for planning indoor exhibit space.

Membership Status: RSI exhibitors at Railway Interchange 2011 must be current members of RSI. In order to maintain your exhibit space you must pay your 2011 RSI membership dues by April 1, 2011. View the [2011 RSI renewal form](#).

Full Payment of Exhibit Space: Exhibitors purchasing space after April 1, 2011 must pay the full balance at the time the application is received. Contact me with questions about billing and invoicing.

Exhibitor Registration: There will be no complimentary badges this year like there were in past years. RSI member companies exhibiting must register and pay full registration costs through AREMA. After the Railway Interchange, RSI will rebate \$100 to additional registrations over four. We did lower the cost of exhibit spaces to help accommodate this change. You can register [online here](#). Book your hotel room [online here](#).

Certificate of Insurance (COI) Due June 30, 2011: Both indoor and outdoor exhibitors must provide insurance for Railway Interchange 2011. The COI is due to RSI by June 30, 2011. Please view the sample insurance forms below prior to sending them in, the coverage amounts and description of operations must be the same.

- View [Indoor Liability Insurance- Sample](#)
- View [Outdoor Liability Insurance- Sample](#)

Blueprint of Exhibit Due on June 30, 2011: An exhibit blueprint, sketch or photo with dimensions must be submitted to the Railway Supply Institute by June 30, 2011. Exhibitors **must** note dimensions of the back wall, side walls and other objects fewer than 4 feet on the blueprint, sketch or photo.

If you are not sure of the requirements for exhibit space (indoor or outdoor) you can look at the [RSI Railway Interchange 2011 Handbook of Rules & Regulations](#). For indoor exhibits you can also look at the [IAEE Guidelines for Display Rules & Regulations](#) as they have a simple, descriptive manual on exhibits.

Sponsorship Opportunities: Promote your product and services and attract top railroad customers to your Railway Interchange exhibit. Sponsorships are your chance to make extra impressions with your customers beyond the show floor. Sponsorship opportunities will include advertisements on the show floor, in the convention program, at social events, and more. View a list of [sponsorship opportunities](#).



Support, Connection, Advocacy

425 Third Street, SW | Suite 920 | Washington, DC 20024
phone (202) 347-4664 | fax (202) 347-0047
www.rsiweb.org

Railway Supply Institute Inc.
Railway Interchange 2011
Outdoor Track Space Rules and Regulations & Insurance Requirements
(Can also be found in the RSI Handbook of Rules & Regulations.)

1. WHO MAY EXHIBIT: Exhibitors must be members in good standing of Railway Supply Institute, Inc. (RSI) at the time of making application for space and at the time of the exhibition.

2. TRACK EXHIBIT SPACE RENTAL: A check payable to RSI or credit card information for 25% of the total amount of exhibit space must be provided with this application. Adjustments will be handled after definite allocation of space has been made. Final payment for Exhibit Space must be made by April 1, 2011. If completed payment is not made booth space will be reassigned and deposit will not be refunded.

3. ALLOCATION OF SPACE: Applications for space should be sent to the RSI office as soon as possible. RSI reserves the right to accept or reject applications for space and to make changes in the space plans. Upon allocation of space under this contract RSI will issue its Exhibitor Service Manual to all Exhibitors who must comply with the instructions contained therein. Exhibitors agree to comply in all particulars with the decisions, rules and regulations, adopted by RSI regarding the allocation of space, services to be rendered, and the general conduct of the exhibition.

4. USE OF SPACE: Space allocated under this agreement shall be used only by the Exhibitor to exhibit equipment and products sold by him in the regular course of his business; the Exhibitor shall not assign, sublet or apportion the whole or any part of the space allotted hereunder to him, nor shall he permit any person, firm or corporation to exhibit or distribute any literature or other advertising matter containing the names or describing the exhibit equipment and products of anyone who is not a member of RSI. Exhibitors must keep their equipment, products, display material, etc., within the space allocated to them hereunder. Exhibitor shall not solicit orders for sale nor sell any equipment or products, nor shall there be any "price" or "sold" tags displayed on the premises of the exhibition or on any exhibits thereof. This exhibition shall be purely educational and informative with the view towards improving the efficiency, safety, maintenance and operation of railroads based on latest research and development.

5. UNOCCUPIED SPACE & EXHIBITOR CANCELLATION: Any space remaining unoccupied on the opening day or at any time during the exhibition may be re-rented by RSI at its option and the Exhibitor who had previously contracted for such space agrees to pay RSI any loss occasioned by such re-rental, or the entire contract price if such is not subletted. In the event of cancellation by an Exhibitor, RSI shall determine an assessment covering the reassignment of space, prior services performed and other damages related to cancellation according to the following schedule:

Prior to April 29, 2011:	25% of total contracted space cost.
May 1 – July 29, 2011:	50% of total contracted space cost.
After August 1, 2011:	100% of total contracted space cost.

6. CANCELLATION OF EXHIBITION: In case the premises reserved for the exhibition or any portion thereof shall be destroyed by fire, flood, or other calamity beyond the reasonable control of RSI so as to prevent the use of such premises for the purposes and during the time specified herein in the judgment of RSI or if the premises cannot be so used because of strikes, Acts of God, or national emergency, or in the event RSI deems it advisable not to hold this exhibition, RSI shall have the right to terminate all space contracts in which event the Exhibitor waives any and all claims against RSI, its officers, directors and agents and the parties listed on Attachment A hereto and their agents for any damages by reason of such termination and agrees that in the event any expenses have been incurred by RSI in preparation for this exhibition, the same shall be prorated among the Exhibitors and paid by them respectively.

7. CANCELLATION OF CONTRACT: RSI reserves the right to cancel this contract at any time prior to or during the exhibition if in the judgment of RSI the Exhibitor has violated any of the foregoing rules and regulations and all monies paid by the Exhibitor for rental or otherwise shall be retained by RSI as liquidated damages, and in the event this contract is cancelled in accordance with the foregoing provisions, RSI shall have the absolute right to remove all property and effects of the Exhibitor from the space herein contracted for without process of law, and restore possession of said space to itself for such purposes as it may deem advisable.

7-A. FURTHER: RSI reserves the right to cancel this contract in the event the Exhibitor becomes insolvent or bankrupt, or in the event a receiver is appointed, this contract shall not be considered any part of the assets of the Exhibitor.

8. INDEMNIFICATION AND INSURANCE: The Exhibitor hereby assumes all risk of loss, damage or injury, by whatever means, to person or property, by reason of the condition of the leased premises, or by reason of the management, control or operation thereof, and hereby releases and holds harmless RSI, and any of its officers, agents, employees, staff members or committees and the parties listed on Attachment A hereto, their owners, employees or representatives, their successors and assigns, from any and all liability for loss, damage or injury by any person whomsoever, from any cause whatsoever, and the Exhibitor does further agree to indemnify and hold harmless the

forementioned, their successors and assigns, against any and all claims for such loss, damage or injury, by whomever sustained, from any cause whatsoever. Further, Exhibitor agrees, to the fullest extent permitted by law, to indemnify and defend the officers, directors, employees and agents of Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway Company, and any company doing business as Canadian Pacific Railway, their parent companies, subsidiaries and affiliated companies, (collectively "Indemnified Parties") from and against any claims demands, actions, suits, judgments, losses, damages (including, but not limited to lost profits and other actual compensatory, direct, punitive and exemplary damages) expenses, penalties, fines, sanctions, court costs, litigation costs and attorneys' fees (collectively, "Claims") arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution or contamination (collectively "Actions") actually or allegedly arises from the activities of RSI or its Exhibitor(s), any action or omission of Licensee or its Exhibitor(s) while on or about the Property pursuant to this License, or the exercise the rights herein granted. Except as assumed by RSI pursuant to Section 8.2, CP agrees, to the fullest extent permitted by law, to indemnify the officers, directors, employees and agents of RSI from and against any Claims arising out of or relation to Actions arising from the activities of CP and other Indemnified Parties on or about the Property during the term of this License.

8-A. Exhibitor shall acquire at its own cost: (1) Workers' Compensation Insurance or its equivalent with statutory limits with Coverage B-Employer's Liability; (2) Comprehensive General Liability Insurance or its equivalent; and (3) Commercial Automobile Liability Insurance, all in the amounts and under the terms set forth in the General Insurance Requirements attached hereto as Attachment B, which requirements are incorporated herein by reference and made a part hereof. Certificates evidencing such coverage must be presented to RSI no later than August 1, 2011. The Exhibitor understands that RSI does not maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

9. SPECIAL SERVICES AND POWER: The Exhibitor agrees to pay for all electric energy, gas, water, sewage, drainage, compressed air, steam and telephone; and also all wiring connections, installations, power and current, special lighting, pipe fitting, machinery erectors, carpenter work, painting, labor, signs, flowers, furniture and anything else that may be ordered by said Exhibitor: all such work to be ordered on forms furnished for such purposes. No other contractors will be permitted in the convention center. Exhibitors will be billed by the Association's authorized contractors and bills must be paid before the exhibition closes. Any disputes arising between Exhibitors and authorized contractors must be referred to RSI.

10. INSTALLATION, DISMANTLING AND REMOVAL OF EXHIBITS AND EXHIBITOR'S MATERIALS:

INSTALLATION: Complete instructions on shipping, spotting, displaying also dismantling and removing equipment from the exhibit area will be given in the Exhibitor Service Manual of RSI sufficiently in advance of the date of the exhibition opening. No one under the age of 16 is permitted on the exhibit floor during move-in and move-out.

All exhibits must be ready, in place, for the opening of the exhibition by Saturday, September 17, at 4:30 p.m. for the opening of the exhibition on Sunday, September 18, at 12:00pm.

- **DISMANTLING:** No one will be allowed to remove exhibits or parts thereof from the rail yard at any time without an exit pass to be furnished by the Association. Exit passes will not be issued until all bills are paid. Packing or dismantling of exhibits will be positively prohibited until after the official closing hours of the exhibition, notice of which will be given. Exhibitors, or their agent, using crushed stone, sand, gravel, bricks, cement, tile, etc., in connection with the exhibits must deliver this material to the exhibition area in bags and shall remove same from the exhibition area after the exhibition closes.
- **REMOVAL:** All exhibits and exhibit material must be removed from the exhibition area by 4:00 on Wednesday, September 21, 2011.

11. LOSS AND DAMAGE: RSI shall not be responsible or liable for disappearance, loss or damage, of any material, appliances, merchandise, or property of the Exhibitor, or for personal injuries that may be sustained by the Exhibitor, or by the Exhibitor's employees, occurring at any time prior to, during, or after the close of the exhibition, and the Exhibitor hereby expressly waives and releases all such claims, if any, against the Association, its officers, agents and servants.

12. SECURITY SERVICES: RSI will provide watchmen, police and fire protection throughout the convention days and use every reasonable means for such protection to Exhibitor, but shall in no case be held responsible for loss or damage from fire or theft or other causes.

13. CARE OF PREMISES: Exhibitor, its employees, representatives or contractors, will not deface, injure, mar or remove any portion of the exhibits of others or the property of the owner(s) of the property on which the exhibition is located. Any such damage or loss shall be made good by the Exhibitor. No Exhibitor shall allow any article to be brought into, or permit any act to be done on the premises which will vitiate or increase the premiums on policies of insurance held by either other Exhibitors, RSI or the owner(s) of the property on which the exhibition is located.

14. SIGNS AND EXHIBITS: A standard sign showing firm name of each Exhibitor will be provided by RSI without additional charge and no other firm name or portion of firm name shall be used to advertise materials, appliances or equipment of any other concern. Descriptive signs or displays may be provided by the Exhibitor under certain restrictions, and must in no case be located where they might obstruct or mar the view of the neighboring exhibits and are subject to prior approval by RSI. "Price" or "Sold" signs may not be displayed.

Exhibitors desiring to use any unusual sign, including overhead signs, exhibit or display material must submit a rendering thereof to RSI not later than August 1, 2011, and must receive prior written approval of the same by RSI.

Without exception, Exhibitors are required to submit a rendering of their track space to RSI. The rendering must include the placement and height and width of back and side walls and all large objects to be displayed. Exhibits must be approved by the Fire Marshal. **Renderings must be submitted to RSI by August 1, 2011.**

15. DECORATING: Exhibitors will, as far as possible, decorate and prepare their areas so as to present a neat and attractive appearance. All decorations shall be subject to approval of RSI.

16. CATALOGS, SOUVENIRS, ETC: Distribution of an Exhibitor's printed materials is strictly confined to his own space and no other except such trade publications as the technical press who are members of RSI. Exhibitors may hand out their catalogs or circulars from their exhibition booths only and will in no case distribute any such literature in locations and areas where meetings of the railroad associations are in session. Soliciting of subscriptions of any kind will not be permitted. Exhibitors violating this rule may be suspended from further affiliation with RSI.

17. MOVING PICTURES-SOUND DEVICES-LIGHTING: The use of moving pictures, slide projectors, video tape players, will be permitted subject to control of RSI. Sound emanating there from will be permitted only if unobjectionable to neighboring Exhibitors. All picture projects shall be subject to ordinance regulations of jurisdiction in which the exhibition is held, the rules and regulations of the owner of the property in which the exhibit is held, and be in compliance with union requirements as to operation. No loud speaker systems will be permitted.

18. GENERAL: All matters and questions not covered by these Rules and Regulations are subject to the decision of RSI. These Rules and Regulations may be amended at any time by RSI and all amendments or additions that may be made shall be as equally binding on all parties affected as the original Rules and Regulations.

19. BREACH AND JURISDICTION: It is agreed that this agreement is entered into in the District of Columbia and the law thereof shall apply to this agreement. In the event Exhibitor breaches or is in default of this agreement, the Exhibitor agrees to pay RSI its costs of enforcing this agreement, including but not limited to attorney's fees. The parties consent and agree to the non-exclusive jurisdiction of any state or federal courts in the Washington, DC, regarding any disputes arising under this agreement and further agree that proper service may be by registered or certified mail, which shall be sufficient to obtain jurisdiction. However, nothing herein shall preclude RSI from commencing an action in any court having proper jurisdiction.

ATTACHMENT A to RSI Exhibit Rules and Regulations Additional Parties

1. Soo Line Railroad Company;
2. Soo Line Corporation;
3. Canadian Pacific Railway Company;
4. Freeman

NOTICE

This list of Additional Parties may be amended to reflect supplementary parties as they become affiliated with RSI for its exhibition. All supplementary parties shall become a part of this exhibit agreement. RSI will give written notice of these supplementary parties.

ATTACHMENT B to RSI Exhibit Rules and Regulations & RSI Insurance Requirements

The Exhibitor shall furnish evidence of insurance to RSI as set forth hereinafter. All insurance shall be written by an insurance company having a Best's rating of A, Class XII or better and licensed to do business at the site of the exhibition and pursuant to the following:

- 1. Workers' Compensation Insurance** with statutory limits with Coverage B – Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease – each employee.
 - 2. Comprehensive General Liability Insurance** with a policy limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, death, and damage to or destruction of property (including the loss of use thereof). The policy shall by its wording or by endorsement insure those liabilities and obligations which this License contemplates will be assumed by RSI, including liabilities and obligations to indemnify the Indemnified Parties. The policy shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the following as additional insured: Soo Line Railroad Company, Soo Line corporation Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.
 - 3. Commercial Automobile Liability** insurance with limits of at least \$1,000,000 per accident covering all owned, non-owned and hired automobiles.
 - 4. RSI, the Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway Company; and Freeman must be named as additional insured.**
 - 5. Waiver of subrogation** with respect to general liability and Workers Compensation insurance, a waiver of subrogation in favor of RSI, the City of Minneapolis and Freeman is required.
- Please refer to the enclosed sample insurance certificate. Certificates of insurance that do not meet these requirements will be returned and could jeopardize a company's participation in Railway Interchange/2011.**
- Exhibit space will not be confirmed until a properly executed copy an insurance certificate is received by RSI.**
- All companies, including those sharing a booth, must comply with the insurance requirements and supply proof of insurance.**