

EXHIBITOR CONTRACT

November 29 – 30, 2006 ~ International Centre ~ Toronto, Ontario, Canada

Company Name: _____

Contact Name: _____

Street Address: _____

City: _____ Prov./State: _____

Postal Code/Zip: _____ Country: _____

Phone: _____ / _____ / _____ Fax*: _____ / _____ / _____

E-mail Address*: _____ Website: _____

* By providing your fax number and/or e-mail address you are consenting to receive communications from Messe Frankfurt, Inc. and its affiliates via these media.

1) List all products/services to be displayed: _____

2) List all associated companies represented in your booth: _____

3) Booth/Stand Cost (All prices listed are in Canadian Dollars)

- 100–399 sq. ft.: \$19.00 per sq. ft.
- 400–1199 sq. ft.: \$16.00 per sq. ft.
- 1200 + sq. ft.: \$14.00 per sq. ft.

**NOTE: A 50% deposit is
due upon receipt of invoice.**

**Balance is due
September 30, 2006.**

4) Booth Location Preference: 1st choice # _____ 2nd choice # _____ 3rd choice # _____

5) **Cancellations:** All booth costs are non-refundable and non-transferable in the event of cancellation. Cancellation prior to payment will result in immediate invoicing for full payment of booth costs.

6) **Agreement:** I hereby agree to the entire terms and conditions of this contract, as stated on the front and reverse side or second part of this document, to be an exhibitor at the Canadian Waste & Recycling Expo to be held on November 29–30, 2006.

Printed name of legally responsible officer: _____ Title: _____

Signature: _____ Date: _____

PAY ONLINE BY CREDIT CARD

1. Go to www.cwre.ca
2. Click on "Exhibitor Information".
3. Click on "click here to pay online"
4. Follow the instructions

PAYING BY CHEQUE

If you prefer to pay by cheque, information for this option will be included with your invoice.

To be completed by Show Management: Booth # _____ Type: _____ Sq. Ft. _____ Config: _____

Signature—Sales/Show Manager: _____ Date: _____

Please complete the entire contract, sign, and return to Messe Frankfurt, Inc. Please note that a facsimile of this contract is binding.

SCHEDULE "A" TERMS & CONDITIONS

MANAGEMENT: The Event will be conducted under the direction of Messe Frankfurt, Inc., 1600 Parkwood Circle, Suite 515, Atlanta, Georgia 30339, USA; designated as "Management" in this document. An "Exhibitor" is an applicant that has been accepted for participation in the Event by Management. The issuance of a written Booth confirmation notice, in response to a submitted Exhibitor Contract, shall constitute a binding contract of participation between Management and the Exhibitor. The Exhibitor and Management acknowledge these Event Terms and Conditions as the elements of the contract of participation. Violations of any of the Event Terms and Conditions of the contract shall entitle Management to exclude an Exhibitor from the Event and seek remedies for damages caused by such violations. The Exhibitor must comply with the Event Terms and Conditions relating to the officially designated show contractors, the facility, and governmental authorities.

CONDITIONS OF PAYMENT: Any dispute by Exhibitor with any exhibition or event services provided by Management or any affiliate, or the amount charged for the same shall be reported to Management in writing within 15 days from the date of invoice relating to same, time being of the essence (but such dispute shall not affect Exhibitor's obligation to make payment within 15 days as set forth below). Failure to report any such dispute within such time shall constitute a waiver of any claim by Exhibitor with respect to such dispute. Whether sums are due under contract or open account, it is understood that all invoices are due upon receipt and are considered delinquent if not paid within 15 days from the date of invoice or the date as indicated on the invoice. Should timely payments not be made as stated, Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by Management or any affiliate in pursuing and collecting payment. The liability of Exhibitor shall be joint and several with Third Parties. The party executing this agreement acknowledges its authority to bind the Exhibitor and under-stands execution of this agreement has caused the Exhibitor and Third Parties to be jointly and severally bound by the terms hereof. Exhibitor represents that Third Parties will immediately be notified of the terms hereof. Not with-standing to whom bills are rendered, Exhibitor and Third Parties shall remain jointly and severally obligated to pay to Management the amount of any bills rendered by Management within the time specified and until payment in full is received by Management. Payment by Exhibitor to Third Parties or by Third Parties to Exhibitor shall not constitute payment to Management and only those payments made directly to Management shall be credited against the Exhibitor's obligation to Management.

USE OF EXHIBIT SPACE: The Exhibitor contracts to use the booth for the duration of the Event in conformity with Management's guidelines. Management has the right to relocate a booth at its discretion. The Exhibitor and its representatives shall conduct themselves in a businesslike manner and allow any and all individuals including other exhibitors, entrance to their booth during the Event hours. In cases of disruptive and unprofessional behavior, Exhibitor has the right to ask disruptive individuals to leave its booth. Management reserves the right to revoke trade show participation privileges from such individuals. Exhibits may not obstruct overall view or hide the exhibits of others. Except for booths provided by management or its official contractors, all booths must be approved by Management prior to construction. Management reserves the right to restrict or remove exhibits that are distracting or detract from the character of the Event. Booths must be set up prior to the opening of the Event. Management has the right to reallocate a booth at its discretion if the Exhibitor has not appeared or begun to set up the booth by 6:00 p.m. the evening prior to the opening of the Event. The Exhibitor will assume the cost of any additional services/equipment required for their respective exhibit space. Should a two-story booth be approved by Management, the Exhibitor agrees an additional charge of 50% of the exhibit space rental fee will apply.

BOOTH RESPONSIBILITY: Exhibitor will maintain personnel in the booth during show hours. Any Exhibitor dismantling their booth prior to the official show announcement will be charged a fee of \$1,000 and could be prohibited from participation in future events. Exhibitor assumes responsibility and agrees to indemnify and defend the Canadian Waste & Recycling Expo and the International Centre, its subsidiaries and affiliates and their respective owners, employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither the Canadian Waste & Recycling Expo and the International Centre maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

EVENT SCHEDULE: The duration of the event, set-up times and hours of operation is published in the Exhibitor Manual. Construction and dismantling hours must be adhered to unless advance written approval is received from Management.

SALES ACTIVITIES: All sales activities must have written approval by Management; any royalties or commissions resulting from sales activity must conform to the Event Terms and Conditions. Exhibitors must comply with all local, provincial, and Federal tax guidelines and regulations.

ADVERTISING AND PUBLICITY: All Exhibitor promotional material and goods are limited to the designated display area. Exhibitors may not carry out publicity activities outside the boundary of the booth or in or near any portion of the Event facility, official Event Hotels or Event transportation without advance written permission from Management. Acoustic presentations are permitted only if they are arranged in a way that other Exhibitors are not disturbed by them and visitors are not disturbed or hampered by them. Management reserves the right, at its sole discretion, to prohibit and remove any publicity/presentations not previously approved or not meeting the standards of the Event.

PICTURE AND SOUND RECORDINGS: No visual reproduction, including sketches, or sound recordings of exhibition samples, exhibition booths, seminars, demonstrations or performances shall be permitted without written approval from Management. An Exhibitor shall be entitled to make visual and sound recordings or drawings of its own booth or products exhibited during the hours of operation of the Event. Messe Frankfurt shall be entitled to make picture and sound recordings, as well as sketches of exhibition booths or individual exhibits, for the purpose of documentation or for its own publications.

MEDIA AND PRESS RELATIONS: Any activities conducted by the media whether arranged by the Exhibitor or separately shall be approved, conducted and coordinated through the Management's Press Office.

EXCLUSION OF LIABILITY: In the event the Canadian Waste & Recycling Expo fails to take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, acts of domestic or foreign terrorism, fire, violence, civil disturbance, building malfunction, inclement weather, epidemic, emergency declared by any government agency, or for any other causes beyond the reasonable control of Show Management including damage caused by visitors to the Event, other Exhibitors or persons acting on their behalf, the Exhibitor releases Show Management from all damages or claims for damages, including booth rental or entrance fee refunds.

SECURITY AND LIABILITY: All local, state and federal laws shall be observed within the facility and for the duration of the Event. The Exhibitor shall observe all safety regulations of the facility, directives by security personnel and Management personnel. The Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by booth construction, booth equipment, exhibits and any employees acting on its behalf. The Exhibitor shall obtain all required permits prior to the commencement of the Event and have them available for inspection by Management, the facility, and governmental authorities. Management will provide Security during the construction of and dismantling times as well as throughout the duration of the Event, but is not liable for the loss or damage of any Exhibitor property.

INSURANCE: The Exhibitor is responsible to provide sufficient insurance protection.

CLAIMS: Any claims of the Exhibitor shall be made in writing to Management no later than 14 days following the closing of the Event.

EXHIBITOR MANUAL: Specific information about booth construction, dismantling, transport companies, packing materials and rules, exhibitor services etc. will be contained in the Exhibitor Manual.

PREVENTION: The Exhibitor shall not use any flammable decorations or coverings for display purpose. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire regulations.

BOOTH DISMANTLING: The exhibition area is to be returned by the Exhibitor in the same condition as it was handed over. In the case of any damage to the exhibition area or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Exhibitor's expense. If the removal of the booth and contents is not completed by the specified time, Management may remove the booth and contents, and all costs for removal and storage or disposal will be at the expense of the Exhibitor. Management shall assume no liability for exhibits or contents left behind.

COMMERCIAL TRADEMARK AND OTHER COMMERCIAL RIGHTS: Messe Frankfurt expects Exhibitors to honor commercial trademarks and other commercial rights. In case of documented trademark or other commercial right infringements, Messe Frankfurt reserves the right to exclude an exhibitor from the current and future Events. This stipulation does not create an obligation for Messe Frankfurt to take such action. Messe Frankfurt does not accept any liability for commercial rights infringements that may be committed by an Exhibitor.

AMENDMENTS: Any amendments to this contract shall only be accepted in writing and must be approved in writing by Management.