

**These Rules and Regulations are a bona fide part of the contract for exhibit space with the National Rural Water Association. All exhibits and exhibitors are subject to The following regulations. The words "Management," "Association," and letters "NRWA" herein refer to the Water Pro Conference 2010 acting through its officers, employees or agents in the management of the Water Pro Conference 2010.**

1. Exhibition Sponsorship and Objectives - Water Pro Conference is produced by, and is the property of the National Rural Water Association, herein referred to as NRWA. The Water Pro Conference serves as a forum for leaders of the rural water industry to exchange the latest information available in a professional atmosphere. Show management reserves the right to decline, prohibit, deny access or remove any exhibit, which in its sole judgment is contrary to the character, objectives, and best interests of the conference or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products and conduct. Show Management reserves the right to Refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the conference. Show management's decision and interpretation shall be accepted as final in all cases.

2. Contract for Space - This application for exhibit space, the notices of space assignment by NRWA and the full payment of rental charges, together constitute a contract for a right to use the space. Applications received without such payment will not be processed nor will space assignment be made. All payments, as stated hereunder, shall be payable to the address on the Exhibit Space Application. Show Management must receive cancellation of booth space in writing. If Show Management receives a written request for cancellation of space before May 31, 2010 the exhibitor will be eligible for a refund of 50% less the non-refundable deposit amount. No refunds will be made after June 1, 2010. Management reserves the right to reassign space not completely paid for by June 1, 2010. Space that has been held by means of a deposit and has been released back to the NRWA will automatically forfeit said deposit.

3. Space Rental and Assignment Location - Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXHIBITION.

4. Use of Exhibit Space - No exhibitor shall assign, sublet or share the whole or any part of the space allotted without the consent of the Management and approval of the terms thereof. No exhibitor is permitted to show goods other than those manufactured or handled by him in the regular course of business. No firm or organization not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibition hall.

5. Exhibitor Representative Responsibilities - Each exhibitor must name at least one person to be the official on-site representative and responsible party. The official representative will receive all relevant materials relating to the Water Pro Conference. That representative shall be authorized to enter into such contracts as may be necessary for fulfillment of obligations to NRWA and to other contractors and subcontractors. At least one representative must be at the display during all official hours of the exhibition.

6. Installation & Dismantle - Installation of all exhibits must be fully completed by the opening time of the exhibition. Exhibits may be installed per the dates of the accompanying contract. The Water Pro Conference Exhibit Hall officially closes on Tuesday, September 28th at 3:00 p.m. Exhibitors may not dismantle or disturb their exhibits until after the official closing. Failure to observe this rule will result in a verbal and written reprimand for the first offense. A second offense will result in the loss of the right to exhibit at forthcoming NRWA exhibitions for two consecutive years following the offense. All exhibits and accompanying supplies must be dismantled and removed from the exhibit hall by 12 Noon on Wednesday, September 29th.

7. Arrangement of Exhibits - Each exhibitor is provided the opportunity to download or order Online the Official Exhibitors Service Kit which describes the type and arrangement of exhibit space and the standard equipment provided by Management for booth construction. All booth spaces must be arranged and constructed in accordance with the guidelines and limitations contained in the Exhibitors Kit. All exhibits must be confined to the special limits of their respective booths as indicated on the floor plan. If, in the sole opinion of Management, any exhibit fails to conform to the exhibitors Kit guidelines, such exhibit will be prohibited from functioning at any time during the exposition. Exhibitor Plan Review: Booth construction plans and layout arrangements for first-time exhibitors or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

8. Fire Regulations - All material used in the exhibit booth must be made of flame-proof materials and conform to all fire department regulations. Exhibitors planning to display gasoline or diesel powered vehicles must comply with all city and state fire codes and applicable permit requirements. If the exhibitor neglects or violates these regulations, or otherwise incurs fire hazards, the Management may cancel, without refund, all or such part of the exhibit that may be irregular.

9. Storage of Packing Crates and Boxes - Unattended freight in any display space as of one hour prior to Show Opening will be removed and stored at the exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked or identified may be destroyed. Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty.". Neither Management, the service contractors nor the management of the exhibit hall shall assume any liability for loss or damage.

10. Entertainment - The exhibitor agrees not to sponsor group functions such as hospitality suites, tours, film showings, presentations or other activities during the meeting and exhibition hours that would in any way interfere with attendance at regular NRWA meetings and functions or induce visitors away from the Exhibition. The exhibitors must clear with Management any intended group functions. Any breach of this may result in forfeiture of future exhibiting opportunities to the exhibition by the offending company.

11. Care of Buildings - Exhibitors or their agents shall not injure or deface the walls or floors of the buildings, the booths and/or the equipment or furnishings in the booths. The exhibitor will be held liable for any such damage caused by him or his agent.

12. Union Labor - Exhibitors are required to observe all union contracts in effect among show management, official contractors, facilities and various labor organizations represented. Any labor required for installation or dismantle, decoration or use of equipment must be ordered through the official service contractor. Tipping is strictly forbidden for any personnel providing services to exhibitors.

13. Sound Devices and Noise Level - The use of devices for the mechanical reproduction of sound is prohibited. Any demonstrations or presentations must be conducted at a low volume so that nearby exhibitors are not bothered. Management reserves the right to restrict the operation of or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exhibition as a whole. Show management reserves the right as sole judge of what constitutes appropriate sound levels.

14. Circulation and Solicitation - Distribution by the exhibitor of any printed matter, souvenirs or other articles, must be confined to the space assigned. No undignified manner of attracting attention will be permitted. All aisle space belongs to NRWA. No exhibit or advertising matter will be allowed to extend beyond the space allotted to the exhibitor.

15. Contractor Services - Complete information, instructions and schedules or prices regarding shipping, drayage, labor, electrical, furniture, carpet, etc., are included in the exhibitor service kit to be made available by the official service contractor. Exhibitors who intend to use non-NRWA designated contractors for Installation and dismantling or other services must complete an intent to use non-official contractor form, included in the exhibitor service kit, 30 days in advance of move-in. Non-official contractors must order labor from the official service contractor. All outside contractors must comply with NRWA exhibition rules and regulations, and provide a certificate of insurance for liability and workers compensation and report to the exhibitor registration counter for a pass before entering the exhibit hall.

16. Liability and Insurance - The Management will employ reputable guards and will take reasonable precautions to safeguard the exhibit; however, the Management will not be held liable for loss or damage to property of the exhibitor or his representatives or employees from theft, fire, accident or any other cause beyond its control. Exhibitors are advised to insure themselves at their own expense against property loss or damage and against liability for personal injury. Management's liability for injury to persons or loss or damage of property shall be limited to such as may be caused by negligence. The exhibitor shall indemnify the Management again, and hold it harmless from, negligence of the exhibitor in connection with exhibitor's use of display space.

17. Failure to Open Exhibition - In case the premises of the Gaylord Opryland Resort & Convention Center shall be destroyed or damaged, or if the NRWA Exhibition 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, act of Terrorism, emergency declared by any government agency, or for any other reason, this contract may be terminated by NRWA. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of NRWA shall be to return to each exhibitor his space payments, less his pro rata share of all costs and expenses incurred and committed by NRWA.

18. Regulations and Contract - These regulations have been formulated in the best interest of all concerned and become a part of the contract between the exhibitor and NRWA. All matters and questions not covered by these regulations are subject to the decisions of the Management.

19. Taxes - Exhibiting companies are responsible for complying with all federal, state, and local laws regarding sales taxes and laws that may pertain to such sales.