

TERMS & CONDITIONS OF AGREEMENT

1. Installation and Dismantling of Exhibits. The facility will be available to the exhibitors beginning in accordance with the exhibitor kit for each specific show. All exhibits and furnishings must be confined to the limits of the space on the floor plans. DISMANTLING OF THE EXHIBIT BOOTH IS PROHIBITED PRIOR TO THE CLOSE OF THE SHOW. A minimum \$200 fee will be assessed and charged for the removal or dismantling of any portion of the display prior to the close of the show. The Exhibitor's property must be removed from the show facility completely no later than 12:00 pm the day after the show closes, unless otherwise noted in the exhibitor kit. A \$200 fee will be assessed and charged for any portion of the Exhibitor's display that is left on the premises of the facility after that time. Exhibitor shall be liable for all storage and handling charges resulting from its failure to remove Exhibitor's property from the facility. Show management will not be liable for any loss or damage to removed property.

2. Booth Construction. Booth size may vary but will include at least three foot high side curtain dividers and an eight foot high curtain backdrop. Exhibit space rental does not include water, carpeting, exhibit furnishings or additional curtains which may be obtained from the official decorating and/or electrical company. The names of these companies are available from show management upon request.

3. Display Regulations. Display material of any nature may be placed at a height not exceeding eight feet from the facility floor across the back of the booth. The display may have sides extending four feet from the back wall to eight feet in height. The balance of the side space can be no more than three feet high. Any consideration for the waiver of said regulation must be submitted in writing to the show management with a complete explanation. There is an additional \$100 fee paid to the show management for processing a variance of this regulation. No banners, decorations, advertising materials, signs or special exhibits will be permitted outside the assigned booth area. No adhesive backed (stick on) decals or similar items may be used or distributed in anywhere in or around the facility.

4. Paint, Adhesives, Etc. Exhibitor may not apply paint, adhesives or other coating to the facility columns, floors, walls or any surface. Exhibitors shall not affix any items directly on the draperies supplied for the show. Exhibitor shall not deface any part of the facility, including penetration of asphalt or concrete surfaces, nor shall it display any hanging signs, pictures, notices or advertisements from the piping, conduits, columns, walls, or ceilings either on the outside or inside of the facility without the expressed written consent of show management. Exhibitor agrees to pay for damages, expenses or costs incurred from repair or removal of any paint, adhesives, or any other coatings from the facility applied by Exhibitor.

5. Special Utilities. Electrical, gas, water, telephone and other such services that may be required by Exhibitor are provided only when the Exhibitor orders and agrees to pay for such utilities specifically from the authorized service contractor to supply such services in conformity with city, insurance and other requirements. Upon written request, the show management will provide information with regard to the authorized service contractor.

6. Hazardous Materials. No flammable or hazardous materials of any type, including decorative materials, or any material which is prohibited by national, state or local fire regulations or other regulations may be used in any area.

7. Solicitation. Samples, souvenirs, literature, etc. shall be distributed only from within the assigned space of the Exhibitor. Exhibitors soliciting outside of their booth space will be given one written warning. The next violation will be assessed and charged a \$50 fee. The third violation will have cause for the booth to be closed and Exhibitor shall be prohibited from use of the space during the show. All costs by show management with regard to closing or dismantling booth will be charged to the Exhibitor. Exhibitor will not receive a refund for booth closing.

8. Demonstrations, Lectures & Objectionable Exhibits. Audio-visual demonstrations and lectures will be permitted only in Exhibitors explicit location and with sound intensity such that it does not interfere with the activities of other exhibitors. Show management shall have full discretion to restrict the operation of any Exhibitor insofar as that operation is objectionable to other exhibitors, the public or as a result of excessive noise or other offensive or objectionable activities.

9. Booth Assignment. All booths shall be assigned by show management. Exhibitors shall not assign, sublet or apportion any part of the space assigned. The booth location may be moved at the discretion of the show management.

10. Booth Hours. Exhibitor will be admitted to the show two hours prior to the daily show opening. All exhibits must be in place and decorated one hour prior to the show opening. Exhibitors will be notified not less than 14 days before the show of specific dates and time for move-in and move-out.

11. Product Selection. Exhibitor is bound by the product category(s) listed on the front of this contract. Any product displayed not listed will be removed immediately. If Exhibitor does not comply with this demand, Exhibitor's booth will be directly closed and no refund will be granted.

12. Damage to Facility. Exhibitor is liable for any damage caused by it or its employees, agents or representatives to any part of the exhibition facility, booth equipment or the property of any other exhibitor. Exhibitor assumes all financial responsibility for all costs incurred by the show management or facility to repair any damage caused by Exhibitor. Exhibitor assumes all risk for liability for any damage caused by its exhibit and shall indemnify the facility, show management, the city, all officials, officers, employees and representatives of the facility, the show management and the city from an loss, damage, costs, including attorneys fees, by reason of the exhibit or activities associated therewith.

13. Liability for Exhibitor's Property. Each Exhibitor shall make provision for securing its booth until the booth is removed by Exhibitor. Security personnel will be employed for each show, however, show management is not responsible for the safety of the exhibits against fire, accidents, theft or loss or injury whatsoever.

14. Default of Occupancy. Should Exhibitor fail to occupy space contracted for, Exhibitor is not relieved of its obligation to pay full rental of such space. If the Exhibitor fails to occupy the space by 8:00am the day of the show opening, such space may be rented, relocated and/or assigned to another Exhibitor or used for other purposes within the discretion of show management.

15. Exhibitor's Responsibility. Exhibitor agrees to indemnify show management, the facility and the city together with all officials, officers, employees and representatives thereof and to hold each harmless for claims arising out of acts of negligence or other acts by Exhibitor, its agents, representative or employees or out of any labor dispute.

16. Cancellation. All deposits are non-refundable. If Exhibitor provides a written notice of cancellation at least 45 days prior to the first day of the scheduled show, no additional money shall be due. If notice of cancellation is provided within 45 days of the first day of the show, the show management and Exhibitor agree that the entire contract amount will be deemed earned by show management and the full contract amount shall be immediately due and payable.

17. Rescheduling of Event. If the show is cancelled or pre-empted as a result of an Act of God, police action, government emergency, major sporting event or other scheduling subject to the discretion of the facility and the show is not held within one year of the original date, all fees shall be returned to Exhibitor less expenses actually incurred by show management.

18. Compliance with Local Laws. Exhibitor and its agents, employees and representatives will at all times comply with all federal, state, city and local laws and ordinances. Exhibitor shall be responsible for obtaining any and all licenses, permits or approvals required under the state or local law applicable to Exhibitor's particular activity at the show. Exhibitor shall also be responsible for obtaining tax identification numbers all taxes, license fees or other charges that may become due to any government authority in connection with the Exhibitor's activity. Contractors are required to have a current Nevada Contractors license. Exhibitor's handling food of any type are required to have a health permit.

19. Collection. If suit is instituted to collect past due monies, Exhibitor agrees to pay the actual cost and expenses of collection in addition to court costs and reasonable attorneys' fees and costs together with interest on such amount at the maximum rate permitted by law.

20. No Representation. Show management makes no representation or warranty regarding the success of the show, including but not limited to the attendance, exhibitor participation, weather or the success of Exhibitor's display.

21. Execution. For this contract to be effective, it must be executed by the show management named on the front of this contract.

22. Applicable Law. This Agreement is governed by the laws of the State of California and any action brought hereunder shall be filed in the County of Orange, California.

23. Temporary Structure. In the event the show is located in a temporary tent structure, Exhibitor will take every precaution to protect their booth from the elements, i.e. rain, etc. Show management will take no responsibility for any loss or damage resulting from inclement conditions.

26. Payment. Exhibitors must pay a deposit of 50% of booth cost to secure booth location with signed contract, with the balance (100%) due 45 days prior to the date of the show.

27. Booth Management. Exhibitors are required to have their booths occupied 20 minutes prior to show opening and throughout show hours.

By signing this agreement I affirm that I have read and full understand both pages of the terms and conditions of this agreement including all fees if the conditions are not fully met.

Signature

Name

Date