



D & D EXPOSITIONS, INC.

TERMS & CONDITIONS

1 PAYMENTS

This application for exhibit space must be submitted to D&D Expositions, Inc. with a 1/3 deposit. 2/3 payment is due no later than May 1st, 2009 and the remaining balance is due no later than September 1st, 2009. Assignment of exhibit space and D&D signature will constitute acceptance into the show, making this a binding contract. Failure to make payments in the manner set forth on the front of this contract will terminate all rights of Exhibitor and any payments made prior to said time shall be retained by D&D as damages for the breach of this agreement.

2 BOOTH CONSTRUCTION

All island displays are required to have full floor covering. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to exhibitor's booth type and as outlined in the Exhibitor Manual. Attention should be paid to neighboring exhibitors when constructing exhibits. No part of any in-line exhibits shall exceed 8 feet in height, unless agreed to by D&D. Any visible unfinished backs of the exhibit must be finished

3 SPACE ASSIGNMENT / SUBLETTING

The exhibitor shall not sublet the space or assign any rights without the written permission of D&D, which may be arbitrarily withheld.

4 EXHIBITOR AGREEMENT

The exhibitor agrees to occupy the contracted exhibit space during all show hours and to sell, promote or advertise only the products and services described in this agreement.

The exhibitor agrees to observe all union contracts and labor relations agreements in force between D&D and contractors providing services to the facility and all governing companies operating in the Expo Center where the Show is taking place.

The exhibitor agrees to obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show.

The exhibitor agrees to abide by the rules and regulations of the city, fire, police, health departments and of any other government or regulatory body having the authority to regulate the facility and the Show, obey all laws, including those pertaining to health, safety and protection of visitors to the Show.

5 INDEMNIFICATION BY EXHIBITOR

Exhibitor assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold harmless D&D Expositions and the Expo Center their managers, officers, members, sponsors, employees, agents, from any and all claims, liabilities, losses, costs and expenses (including attorney's fees) arising from or in connection with the condition, use or control of exhibitor's display space or arising out of exhibitor's participation in the Show. If requested by Show Management, exhibitor will furnish at its own expense comprehensive general liability coverage of \$1,000,000 from the first move-in date and ending on the last move-out date. The policy shall name D&D as loss insured and insure the exhibitor against all claims of any kind arising from or in any way connected with the exhibitor's presence or operations at the Show.

6 CANCELLATION / TERMINATION

Exhibitors may cancel this agreement by written notice at any point prior to sixty days before the first set up day of the show. A \$100.00 handling fee will be withheld from any deposit paid and the balance returned to the exhibitor within 90 days. Any other cancellation within the sixty day period will result in forfeiture of all deposits and fees paid.

7 DISPUTES

All decisions involving disputes between exhibitors shall be determined by Show Management.

8 LOSS LIABILITY

Show Management or the Oaks Expo Center shall not be responsible for any loss or damage that may result from theft, fire, strikes, accidents or other destructive causes. Show Management's coverage does not extend to exhibitor's property; however, security will be provided by Show Management.

9 SOLICITATION

Interviews, demonstrations, distribution of literature, etc. will be permitted only within the exhibitor's space. Aisles must be kept clear of exhibit material and debris must be disposed of in building trash containers. Show Management will not permit non-exhibitors to canvas, solicit, hold conferences or distribute literature or any promotional devices at the show.

10 FORCE MAJEURE

Show Management will not be liable for the fulfillment of this Agreement as to the delivery of space if non delivery is due to: fire, act of God, insurrections, strikes, the authority of the law, or any other cause beyond Show Management's control.