

PPAF 'EXPO 2012'

Contract For Exhibit Space

CONTRACT: This Contract for Exhibit Space, when properly executed by a company/organization and submitted with or without full or partial payment of fee, and accepted in writing by the Promotional Products Association of Florida, hereinafter referred to as PPAF, shall be considered a binding Contract between the two parties subject to the rules and regulations promulgated by PPAF pursuant to this Contract. The contracting company/organization and PPAF agree that the purpose of the Promotional Products Exposition is professional education of persons attending and will conduct themselves accordingly. PPAF reserves the right to determine the Exposition eligibility of any company/organization, product or service.

EXPOSITION SITE AND TIME: The 2012 Expo will be August 23, 2012 at the Orlando Convention Center located in Orlando, Florida. The Expo will be held in Hall West 2 and will be open according to the following schedule:

| DAY | DATE | OPENING | CLOSING | EVENT |
|-----------|---------|----------|----------|--------------------|
| Wednesday | 8/22/12 | 12:00 pm | 6:00 pm | Exhibitor Move-in |
| Wednesday | 8/23/12 | 7:00 am | 9:00 am | Exhibitor Move-in |
| Thursday | 8/23/12 | 10:00 am | 3:00 pm | Expo Open |
| Thursday | 8/23/12 | 3:01 pm | 11:59 pm | Exhibitor Move-out |

PPAF reserves the right to change the date, site and exhibit hours; however, any such change(s) will be made known as far in advance of the Exposition as possible, and Exhibitors will be notified accordingly. During all hours the Exposition is open, the Exhibitor must occupy its assigned exhibit space, and staff its exhibit with competent personnel. Exhibitor shall not dismantle its exhibit or otherwise interfere with the orderly conduct of the Exposition until it is finally closed to visitors.

CANCELLATIONS: Exhibitor specifically recognizes and agrees that PPAF will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of which practice is acknowledged by the Exhibitor, and in view of such losses as cannot be precisely measured but which include inability to replace those canceling late, advertising, credibility, redesigning of floor spaces, and alike, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is designed specifically to compensate PPAF for its losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of its assigned booth space.

| DATE OF CANCELLATION | ASSESSMENT (% of rental fee for space canceled) |
|--|---|
| <u>October 29, 2011 - May 31, 2012</u> | 50% |
| <u>After May 31, 2012</u> | 100% |

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received after May 31, 2012. Any refunds due Exhibitor as the result of cancellation of this Contract will be made after the completion of the Exposition. Failure to make full payment of exhibit space rental fees by Due Date on invoice; will subject Exhibitor to cancellation of Contract by PPAF and liability for balance due. If booth space is not occupied on, Wednesday, August 23, 2012, PPAF shall have the right to use such space. Reletting by PPAF of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment.

Except as the Exhibitors rental obligation may be reduced through cancellation and refund in accordance with the above schedule, the Exhibitor is responsible for the total exhibit space rental fees irrespective of the reason for cancellation, including cancellation by the Exhibitor because of the failure of the exhibit to arrive for any reason, or cancellation by PPAF of the Exposition in whole or in part as a result of riot, strike, civil disorder, act of war, act of God, or any reason of any kind whatsoever not within PPAF's control. However, in such instances of PPAF's cancellation, PPAF will make every reasonable effort to reschedule or conduct the Exposition despite such acts of circumstances beyond its control. Should it ultimately be impossible to hold the Exposition in such instances, PPAF may retain and/or will be due such part of the Exhibitor's exhibit space rental fees as shall be required to compensate PPAF for expenses incurred up to the time a contingency beyond its control shall have occurred. All payments in excess of such expenses will be refunded.

USE OF SPACE: Exhibitor agrees not to assign, sublet or share allocated space without the knowledge and prior written consent of PPAF. Exhibitor will not be permitted to display outside the confines of the assigned booth space in the Exposition area. Exhibitor must show only products or services dealt in during the regular course of its business. Except as specifically allowed by PPAF, Exhibitor may not promote or represent any other vendor's products or services in its booth. Unless part of a demonstration, or integrated into a solution provided by Exhibitor, no other vendor's hardware or software may be exhibited. Signs or banners, printed materials such as specification sheets or brochures, advertising or any other form of promotion which suggests another vendor's presence as an exhibitor within Exhibitor's space are strictly forbidden. Violation of these regulations, or failure to correct such a violation, may result in removal of Exhibitor's booth from the Exposition by PPAF.

AVAILABLE SERVICES: On behalf of the Exhibitor, PPAF designated an official Expo contractor to provide the following: drayage, machinery moving, cartage, machinery erection, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then-prevailing rates. Contractors and rates will be listed in the Exhibitor Service Kit to be issued separately. PPAF assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payment are to be made between Exhibitor and official Exposition contractors.

INSURANCE: PPAF shall not be liable for damage or loss to any Exhibitor's properties through theft, fire, accident or any other destructive cause, whether the result of negligence or otherwise. Exhibitor shall insure its own exhibit and display materials. Exhibitor must carry General Liability and Automotive Liability Insurance with limits of not less than \$1,000,000.00 any one injury, \$1,000,000.00 any one accident, and \$250,000.00 property damage, Worker's compensation as required in the state in which the event is taking place, and Employer's Liability of \$100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements. Exhibitor will obtain a waiver from its said insurance carrier(s) of carrier's(s)' subrogation rights against PPAF, and their respective officers, employees and agents. PPAF assumes no liability for injury that may occur to visitors to the Exposition or for any damage to any property. Exhibitor agrees to indemnify, defend, and hold harmless PPAF, their respective officers, employees and agents, against all claims for bodily injury, property damage, and or any other claim arising out of Exhibitor's participation in the Exposition, or caused by its employees, representatives, contractors, or property in its possession or control.

HEIGHT AND CONSTRUCTION RESTRICTIONS:

- (A) The standard exhibit booth equipment has a back wall 8 feet high and dividing sidewalls 3 feet high. The rear half of each sidewall may extend to the height of the back wall. The front half of the sidewall can be no higher than 3 feet.
- (B) Equipment or a product that is an integral part of the display, but not part of the booth, may extend above the back wall if approved in advance, in writing, by PPAF.
- (C) In no instance will the exhibitor be permitted to install any item or structure (signs, booth structure, product, etc.) above height of the back wall without advance approval, in writing, by PPAF.
- (D) All materials within the exhibit booth area including, but not limited to actual display unit, decorative items, furnishings, labels, flooring, etc. must meet and comply with all national and local facility fire, electrical, plumbing, safety and hazardous material codes. Proper written certification must be available to PPAF at the exhibitor's expense.
- (E) PPAF retains sole discretion and authority in the placement, arrangement and appearance of all displays.

STORAGE OF PACKING CRATES AND BOXES: Exhibitors will not be permitted to store packing crates and/or boxes within their exhibit space during the Exposition. These items, when properly marked, will be stored and returned to the booth by the Exposition contractor at the expense of the exhibitor. It is the exhibitor's responsibility to mark and identify crates and boxes as soon as they are empty or otherwise ready for removal to facilitate the opening of the Exposition. Crates and boxes not properly marked or identified may be lost or destroyed and are not the responsibility of PPAF, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof.

MEETING ROOMS AND HOSPITALITY OR SPECIAL FUNCTIONS:

- (A) The assembling of attendees in any meeting room, hotel suite, or special function room by any exhibitor or organization must be approved in advance, in writing by PPAF.
- (B) Use of meeting facilities or hotels by exhibitors or organizations for sales or business meetings or meal functions, during the meeting dates, must be approved in advance, in writing by PPAF.
- (C) Violations of the above are grounds for expulsion from the exhibit area and/or restriction from participation in any future PPAF exhibitions.

DISABILITY PROVISIONS: Exhibitor represents and warrants (a) that its exhibit will be accessible to the full extent required by law. (b) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the ADA including, but not limited to: 36" pathways, ramp capabilities for raised or lowered flooring, and installation of tightly woven carpeting less than 1½" thick to facilitate wheelchair movement. (c) that it shall indemnify and hold harmless PPAF, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against PPAF, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof on the basis of the exhibitors breach of this paragraph or non-compliance with any of the provisions of the ADA.

ROYALTIES AND OTHER PAYMENTS: Exhibitor agrees to pay promptly all royalties, license fees, or other charges due to any person, firm, or corporation by reason of any live or recorded music, or any other kind of entertainment, which the exhibitor, its agents, employees, or subtenants plays, stages, or produces within the premises covered by this Contract, including, but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. Exhibitor agrees to indemnify and hold harmless PPAF, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against PPAF, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof on the basis of the exhibitors breach of this paragraph.

UNION LABOR: Exhibitor is required to observe and comply with all union regulations for the state in which the event is being held, as well as contracts with the facility in which the event is taking place, official service contractors and union labor organizations.

EXHIBITOR APPOINTED CONTRACTORS: Exhibitors using companies other than the official Exposition contractor must advise PPAF in writing of their intent no later than 30 days prior to the first day of installation. An Exhibitor Appointed Contractor (EAC) is a company or individual other than the official Exposition contractor listed in this Contract. EAC's may be present to handle supervision, but are NOT allowed to perform work on-site, or perform labor and/or equipment services unless they are members of the local union jurisdiction. Exhibitors utilizing EAC's agree to indemnify and hold harmless PPAF, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against PPAF, its agents and contractors, the Exposition contractor, the facility, or any other representative thereof which may arise due to third party contractor's presence or actions. Exhibitor accepts full responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EAC must provide proof of insurance to PPAF no less than 30 days in advance of installation. Coverage must include General Liability and Automotive Liability Insurance with limits of not less than \$1,000,000.00 any one injury, \$1,000,000.00 any one accident, and \$250,000.00 property damage, Worker's compensation as required in the state in which the event is taking place, and Employer's Liability of \$100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements. Exhibitor will obtain a waiver from its said insurance carrier(s) of carrier's(s') subrogation rights against PPAF, and their respective officers, employees and agents.

SHOW MANAGEMENT: PPAF has contracted with Quick Technologies Inc., d/b/a/ SAGE Tradeshow Management Services ("STMS") to manage the Exposition on PPAF's behalf. As such, STMS may collect booth fees and other amounts due hereunder on behalf of PPAF. Payment to STMS of such fees shall constitute payment to PPAF. STMS shall be considered a third party beneficiary to this Agreement and, as such, may enforce the payment and other applicable provisions against Exhibitor as necessary. IN NO EVENT SHALL STMS BE LIABLE OR RESPONSIBLE TO EXHIBITOR FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS), SPECIAL, PUNITIVE OR OTHER DAMAGES RESULTING FROM OR RELATING TO THE EXPOSITION, REGARDLESS OF WHETHER OR NOT STMS KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGE WAS LIKELY OR POSSIBLE AND REGARDLESS OF THE FORM OF ACTION.

OTHER TERMS AND CONDITIONS: Exhibitor shall comply with all fire laws, electrical codes and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. Exhibitor shall also comply with all reasonable requests of PPAF and the Exhibit Facility officials with respect to the installation, conduct and disassembly of its exhibit. The exhibit shall be conducted in a decorous manner in order not to be objectionable to other Exhibitors, the Exhibit Facility, PPAF or the public. PPAF and the Exhibit Facility reserve the right to close, remove or require changes in any exhibit or to remove any of the Exhibitor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall Exposition, the Exhibit Facility, other Exhibitors or public.

The license granted by this Contract is personal and may not be transferred without the written consent of PPAF. The premises are licensed on an "as is" basis, and PPAF will not be liable for pre-existing conditions of the premises or for conditions arising during the period of the license. Exhibitor shall return the premises in as good a condition as they were received. PPAF shall in no event be liable to the Exhibitor in excess of any consideration paid by the Exhibitor to PPAF, and received by PPAF for breaches of Contract or tortious conduct by PPAF, its agents, representatives and independent contractors whether acting within or of the scope of their authority; by agents, representatives or independent contractors of the Exhibit Facility, or by the general public. PPAF shall not be liable for failure to perform its obligations under this Contract due

to strikes, riots, war, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Exhibitor's booth is deemed to be the invitee or licensee of the Exhibitor rather than the invitee or licensee of PPAF.

PPAF shall not be liable for injury of any type from any cause to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. Exhibitor assumes full responsibility and liability for the actions of its agents, employees or independent contractors, whether acting within or outside of the scope of their authority, and agrees to hold harmless PPAF from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or outside of the scope of their authority.

Within Exhibitor by entering into this Contract agrees in the event of any disputes arising out of it to accept the jurisdiction of the State of Florida. In the event of any breach of any term of this Contract by the within Exhibitor, or other dispute arising out of this Contract, Exhibitor will be liable, from and after default, for interest on such money as are owed by Exhibitor at the rate of one and one-half percent (1 ½%) per month commencing on the date of initial demand. In addition, Exhibitor will be liable for all reasonable costs, expenses and attorneys fees arising out of the collection efforts of PPAF, which, when combined with said interest, shall not, in any event, exceed the usury law of the jurisdiction in which said claim is filed.

PPAF makes no representations or warranties to Exhibitor of any nature or kind. This contract contains all of the terms and conditions of the parties' Agreement regarding this subject matter.

Exhibitor must show only products or services that are approved by PPAF. If the products or services listed above change, it is the sole responsibility of the exhibitor to notify PPAF in writing, and obtain approval of said revisions prior to the Exposition. By signing above, I acknowledge that I have received a complete Contract and am duly authorized to sign and bind Exhibitor to it and all the terms and conditions as set forth herein.