

LICENSE TERMS & CONDITIONS FOR USE OF EXHIBIT SPACE

1. Definitions

The producer of this exposition hereinafter referred to as the "Show", is MediaMAX Events & Expos, Inc, hereinafter referred to as the "Show Producer" or "**MEE**". You are the "Exhibitor".

2. Payment and Termination of this Agreement

All monies paid shall be retained by MEE and are non-refundable and non-transferable in the event Exhibitor fails to fulfill or violates contract or reduces the size of its exhibit or withdraws from the Show. If Exhibitor cancels or fails to submit space payments at specified times, **MEE** shall have the right to take possession of said space and lease it to another party.

3. General Show Policies

All aisles must be kept clear. Noisy, offensive exhibits and helium balloons are prohibited. Any interviews, demonstrations and distribution of literature or samples must be related to exhibit and limited within Exhibitor's space. Do not conduct business or loiter near other Exhibitor's space. All exhibits should be attended during the show hours. Sound amplification systems may be used. But must not be offensive to neighboring Exhibitors. Raffles, drawings or contests by Exhibitor must be approved by **MEE**. No food products or beverages may be distributed from Exhibitor's space without the approval of **MEE**. Assignment or subletting of assigned space by Exhibitor is not permitted without approval of **MEE** for any reason. Exhibitor must comply with all local laws, rules, regulations and ordinances in force. **MEE** does not guarantee attendance levels and past attendance levels is not indicative of future levels. **MEE** shall have sole control over all admission policies at all times. Any list, or partial listing, of Exhibitors or attendees obtained at this Show will not be sold or traded to any other company or individual. **MEE** does not offer exclusives of any kind. It is for the sole use of the Exhibiting Company whose name appears on this Agreement. Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show. **MEE** may from time to time contact Exhibitor about the current and future shows by email or fax. By filling out the front of this agreement you accept the terms of this agreement and the exhibitor license by your submission of this application and payment of the initial fee agreeing that you have an established business relationship with MEE that permits MEE to correspond with you by fax, email, phone/cellphone, or other means.

4. Exhibit Construction and Guidelines

Exhibits must be up and running before opening of show. No part of any exhibit can obstruct the line of view so as to lessen the effectiveness of the show for other Exhibitors. Booth displays cannot exceed 8' above the floor within the Exhibitor booth space, and 4' from the back wall at the 8' height, unless pre-approved by **MEE**. No part of any exhibit can protrude into the aisles. Exhibitor must cover all unsightly surfaces at its own expense. Exhibitor may not display signs that are not professionally prepared or, in the opinion of **MEE**, detract from the appearance of the Show in any manner whatsoever. No exhibits can be dismantled until the end of the show. Carpeting and other extras are Exhibitor's responsibility.

5. Rejection of Applicants and Exhibitors

MEE reserves the right to reject any applicant for space at any time and reserves the right to regain possession of any space by refunding to the Applicant or Exhibitor the amount paid for the space.

6. Changes in Booth Location

Exhibitors are not to change location after assignment, unless pre-approved by **MEE**. Show Producer reserves the right to make changes to the floor plan as it deems necessary for the good of the show.

7. Liability and Insurance Waiver

Exhibitor agrees to make no claim for any reason whatsoever against MEE, any Show sponsor, the city, or the state where show is held, except as to damage caused by or resulting directly from the sole negligence or willful misconduct of such exculpated parties, their agents or employees, for loss, theft, damage, destruction of goods, or injury to Exhibitor, its agents or its employees, while Show is in progress, being set up or taken down. Exhibitor agrees to indemnify and hold harmless **MEE**, Show sponsors and the owners of the building where the Show is held, and their agents and employees, against any and all claims of any person, arising out of acts, omissions or negligence of Exhibitor and, its agents, or employees. **MEE** is not an insurer of Exhibitor's business performance, success of attendance levels, or Exhibitor's property, and at all times Exhibitor is required to carry insurance, covering trade shows and fairs, that insures their goods and exhibits against loss or damage. Furthermore, Exhibitor agrees to indemnify and hold harmless **MEE**, its agents, and its employees against any and all claims arising out of acts of Exhibitor its employees or its agents, or out of activities within Exhibitor booth area. Exhibitor is responsible for damage it causes to the facility walls, ceiling and floors, including labor charges to remove stains or adhesives. Exhibitor will be billed for such damage as determined by the Show facility.

8. Copyrights

Exhibitor hereby assumes all costs and expenses arising from Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the event of any music, written material, dramatic rights, inventions or devices that are the subject of any copyright, trademark, tradename, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless **MEE** and its directors, officers and employees from any claims, damages, costs or expenses, including legal fees, which might arise out of or in connection with each incorporation or use.

9. Termination of the Show

If **MEE**, in its sole judgment, determines that the premises where the Show is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, epidemic, act of God, any other emergency, or any act or event not the fault of **MEE** including facility shutdown, then **MEE** may terminate the Agreement. In the event of such termination, Exhibitor waives any and all damages and agrees that **MEE** may, after deducting all costs and expenses, including a reserve for claims, refund to the Exhibitor as and for complete settlement and discharge of said Exhibitor's claims and demands its pro rata amount of all monies paid by all Exhibitors. MEE in its sole judgement may postpone, cancel or relocate any event.

10. Exhibitor Due Diligence

MEE makes no representation concerning any sponsor or Exhibitor or their products or services. The admission to the Show of any sponsor or Exhibitor constitutes neither an endorsement or, recommendation nor representation by **MEE** of any sponsor or Exhibitor their products or services. **MEE** has not and will not undertake or perform any "due diligence" function as to any sponsor or Exhibitor or their products or services, and each sponsor or Exhibitor agrees to display only services and products which have economic viability and that fully comply with applicable law, regulations and professional standards.