



Exhibit Space Agreement

HD Expo 2009

www.hdexpo.com

Sands Convention & Expo Center

Las Vegas, NV

May 14-16, 2009

Company _____

Contact _____

Title _____

Address _____

City/State _____

Zip _____

Country _____

Phone _____

Fax _____

E-mail _____

Website _____

The undersigned ("Exhibitor"), as a duly authorized representative, enters into an agreement with Nielsen Business Media, Inc. ("NBM") to rent exhibit space at HD Expo 2009, Sands Convention & Expo Center, Las Vegas, NV from May 14-16, 2009. Space will be assigned by NBM at its sole discretion and may be changed by NBM for any reason. Exhibitor shall abide by official Exhibitor Rules & Regulations. **Exhibitor shall pay 50% of the booth cost within 10 business days of receipt of invoice. Final balance due for booth cost is due on or before December 28, 2008.** All deposits and payments are non-refundable. If Exhibitor defaults in payment, Exhibitor is liable to NBM for all collection costs, including reasonable attorney's fees. NBM reserves the right to accept or reject exhibitor space applications and to cancel any previously accepted exhibitor space applications or contracts at any time in its sole discretion for any reason or no reason without liability to the Exhibitor or any other party. This is not a binding contract until it is signed by an authorized representative for Exhibitor and accepted and signed by NBM. After acceptance, Exhibitor shall abide by all terms and conditions published or issued by NBM including but not limited to, those on the reverse side and those listed in the service kit. In addition, by signing this application, Exhibitor, its employees and affiliates agree to receive fax, email and written communication from NBM and its partners.

COST PER SQUARE FOOT:

The 2009 exhibit space rate is **\$36.00** per square foot.
 Premium charge **\$200** per corner

PAYMENT SCHEDULE:

- 50% due within 10 business days of Invoice receipt date.
- Final balance due on or before December 28, 2008.

SQUARE FOOTAGE REQUESTED:

_____ x _____ sq ft = _____ **Total Sq. Feet**

NUMBER OF CORNERS: _____

BOOTH CONFIGURATION:

Inline Peninsula* Split Island* Island**

*400 sq/ft booths or larger

**400 sq/ft booths or larger based on availability

TOP 3 BOOTH CHOICES:

1. _____
2. _____
3. _____

DEPOSIT DUE: _____

TOTAL AMOUNT DUE: _____

BOOTH NUMBER(S) ASSIGNED: _____

 Exhibitor Signature Date

 Nielsen Business Media Signature Date

PLEASE FAX BACK TO 770.777.8719

Nielsen Business Media Booth Space Terms and Conditions

1. Defined Terms: "Event" means **HD Expo 2009**, currently scheduled to be held on May 14-16, 2009 at Sands Expo, Las Vegas, NV. Event is owned, produced and managed by Nielsen Business Media, Inc. ("NBM"). "Organizer" means, collectively, NBM, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by NBM in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

2. Contract Acceptance: This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of NBM.

3. Assumption of Risks; Releases: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

4. Indemnification: Exhibitor shall indemnify, defend (with legal counsel satisfactory to NBM), and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

5. Limitation of Liability: Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not appraisal of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to NBM by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facility, shall assume any responsibility for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

6. Qualifications of Exhibitor: NBM, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services to the store design and retail display industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. NBM reserves the right to restrict or remove any exhibit that NBM, in its sole discretion, believes is objectionable or inappropriate.

7. Assignment of Space: Exhibit space shall be assigned by NBM in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar space will be assigned for future Events. NBM reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

8. Booth Placements: NBM will attempt to honor all booth placements based on the previous Event if application and payment are made within stipulated time limit. However, NBM reserves the right to make alternative placement. Offers made as to location of space are current policy and not a guarantee. NBM shall be the final authority in assigning space. NBM may refuse acceptance of any contract for any or no reason. NBM reserves the right to determine the eligibility of any company or product for inclusion in the Event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. NBM further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion.

9. Cancellation by Exhibitor: If Exhibitor desires to cancel this contract; Exhibitor may only do so by giving notice thereof in writing sent to NBM with evidence of receipt. In such case, if Exhibitor desires to cancel all or part of the exhibit space on or before January 14, 2009, it may do so in writing and exhibitor will be charged 50% of its total exhibit space cost. **Should an exhibitor cancel after January 14, 2009, 100% of exhibit space cost is due.** Because these dates are related to the Event Dates and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages, for the damages NBM will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date NBM receives the notice. NBM reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

10. Cancellation by NBM: If Exhibitor fails to make a payment required by this contract in a timely manner; NBM may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. NBM reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. NBM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. NBM may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on NBM's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If NBM removes or restricts an exhibit that NBM considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

11. Cancellation of the Event: If NBM cancels the Event due to circumstances beyond the reasonable control of NBM (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), NBM shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. NBM reserves the right to cancel, rename or relocate the Event or change the Event Dates. If NBM changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but NBM shall assign to Exhibitor, in lieu of the original space, other space as NBM deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If NBM elects to cancel the Event other than for a reason previously described in this paragraph, NBM shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

12. Exhibit Space Occupancy: NBM shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by **10:00 am Pacific Daylight Time on May 14, 2009** or leaves its space unattended at any time during the Event, NBM shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

13. Listings and Promotional Materials: By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

14. Care of Exhibit Facility: Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

15. Taxes and Licenses: Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection

with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of NBM.

16. Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

- Workers' compensation insurance;
- Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);
- Automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable).

The insurance policies shall name as additional insureds NBM, the Event Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to NBM, shall be furnished to NBM. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to NBM.

17. Copyrighted Materials: Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

18. Observance of Laws: Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

19. Additional Terms and Conditions: NBM has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, NBM in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of NBM. Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By providing entering into this contract, you and your affiliates explicitly consent to receive fax, telephone and other communications from Organizer and its partners under 47 U.S.C. § 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of NBM.

20. Exhibitor Service Manual: Prior to the Event, NBM will provide an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will provide access to information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

21. Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by NBM in its sole discretion. NBM may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by NBM as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by NBM) states the entire agreement of the parties with respect to the subject matter hereof.

22. Governing Law: This contract is governed by the laws of the State of New York as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in the Southern District of the State of New York, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in New York, New York.

23. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited, without express advance written approval from NBM, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through NBM. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, NBM reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

24. Character of Displays; Use of Aisles and Common Areas: Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of NBM and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of NBM. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

25. Sound Devices: The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

26. Fire and Safety Laws and Rules: Federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Manual. All materials used for display of any kind must be flameproofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Your display must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. This is a strict order of the fire marshal. Exhibitor may be closed down for infringing this rule.

27. Solicitations: The following sales are strictly prohibited during the Event:

- Any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held.
- Any sale where display merchandise changes hands during the Event.
- Any direct sale from Exhibitor to consumer. The Event is strictly TO THE TRADE ONLY.

28. No Show Policy: If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Event Director at the Event Facility. Non-notification will result in resale of space, and no refunds will be made.

29. Rights of Offset; Enforcement: NBM reserves the right, in its sole discretion, to apply any or all payments made for the Event to any and all outstanding Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

30. Entire Agreement: This contract (including the Exhibitor Service Guide and any additional rules or regulations adopted by NBM from time-to-time) represents the entire agreement between NBM and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between NBM and Exhibitor relating to the Event.

By signing below, I indicate that I have read, understand and agree to the Terms & Conditions set forth on this document

31. Booth Abandonment: Exhibitors that leave excessive literature and/or display materials in their booth at the end of the published move-out times will be deemed guilty of "material abandonment".