



OCTOBER 9-11, 2012  
LAS VEGAS



# CONTRACT FOR EXHIBITION SPACE | 2012

THE *pulse* OF THE MEETINGS INDUSTRY.

IMEXAMERICA.COM



October 9-11, 2012 Sands Expo and Convention Center, Las Vegas, NV

# Contract for Exhibition Space

We hereby contract with IMEX America Ltd to take Exhibition Space at IMEX America 2012. We have read the attached Terms and Conditions and agree to be legally bound by them.

We require \_\_\_\_\_ sq. ft **SPACE ONLY** @ a rental fee of USD 92 per sq. ft. For space only booths, please note Terms 6.0 and 7.0 in the attached Terms and Conditions.

The participation cost for **SPACE ONLY** will be USD \_\_\_\_\_

In addition to space rental above we require a **HARDWALL BOOTH** (Shell Scheme Stand) of \_\_\_\_\_ sq. ft. @ a rental fee of USD 18 per sq. ft. including wall panels, header, carpet and basic furniture package. Colored wall panels and carpet are available at no extra charge. (The sq. ft. of the Hardwall Booth must be equal to the sq. ft. of the space only booked above)

The participation cost for a **HARDWALL BOOTH** (Shell Scheme Stand) will be USD \_\_\_\_\_

The **TOTAL** participation cost will be USD \_\_\_\_\_

The associated sales tax relating to the Hardwall Booth (Shell Scheme Stand) will be paid by Show Management so there is no sales tax payable by the Exhibitor. Upon receipt and acceptance of this signed Contract and issuance of a Booth Confirmation Notice, IMEX America Ltd will invoice you for participation costs according to Term 2.3 of the attached Terms and Conditions.

Company Name \_\_\_\_\_

Correspondence Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Exhibitor's contact (Booth Coordinator) \_\_\_\_\_

Please tick here if the invoice address is as above. Otherwise fill in the details below.

Contact \_\_\_\_\_

Company \_\_\_\_\_

Invoice Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

## Cancellation Policy and Insurance Policy

In the event that an Exhibitor cancels all or part of the Exhibition Space contracted, the Exhibitor must do so in writing and will be obliged for the Cancellation fees as follows:

- Up to 04/13/12 Cancellation fee = 25% of total Booth cost
- On or after 04/13/12 Cancellation fee = 100% of total Booth cost

(Cancellation must be in writing with the date of receipt by IMEX America Ltd being decisive for deadline purposes.)

Exhibitors must have insurance for their Booth for the whole duration of the Exhibition including move-in and move-out days in accordance with the attached Terms and Conditions.

This Contract will not be binding unless and until it is accepted and approved by IMEX America Ltd by countersignature below of a duly authorized representative, and a Booth Confirmation Notice has been issued. The Exhibitor agrees to be bound by all applicable rules, including those in this Contract for Exhibition Space, the Terms and Conditions, the Display Construction Guidelines, the Exhibitor Manual, and in any correspondence outlining revised (Booth) location, or other notices, etc, all of which are incorporated herein and made a part of this Contract. In the event of any conflict between this Contract for Exhibition Space and/or the Terms and Conditions and any other applicable rules the terms of this Contract for Exhibition Space take precedence. In witness whereof, applicant has caused this Contract to be signed by an officer of the company or person duly authorized. I understand that by providing the email address and/or fax number(s) above, on behalf of the company/organization specified above, I am authorized to and hereby consent for the company/organization to receive IMEX America 2012 related faxes and emails from IMEX America Ltd, and the officially designated contractors, venues, or other companies that Show Management have officially appointed to provide services for IMEX America 2012.

Unless informed otherwise Standard Cover insurance has been arranged on your behalf. Upon receipt of the first invoice, you will be given an opportunity to receive a credit for this fee if satisfactory evidence of alternative insurance arrangements is agreed by our insurance administrator, Arc International. Please confirm that you have read Term 13 of the Terms and Conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Please fax or email to IMEX America Ltd  
 Fax: +44 (0)1273 227312  
 Sales direct line: +44 (0)1273 224955  
 Sales email: sales@imexexhibitions.com  
 Accounts direct line: +44 (0)1273 224959  
 Accounts email: hilary.burtenshaw@imexexhibitions.com

Company stamp

For office use only

P \_\_\_\_\_ F \_\_\_\_\_ B \_\_\_\_\_ Contract no: \_\_\_\_\_

\_\_\_\_\_

Signature of duly authorized representative of IMEX America Ltd

Date \_\_\_\_\_ Name \_\_\_\_\_

# TERMS AND CONDITIONS

## FOR IMEX AMERICA 2012, SANDS EXPO AND CONVENTION CENTER, LAS VEGAS, NV

### 1.0 DEFINITIONS

In these Terms and Conditions the following words and expressions shall have the following meanings:

The term **'Exhibitor'** shall mean any Company, Organization, Partnership, Firm or individual to whom space has been allocated for the purpose of exhibiting and who is responsible for appointing an employee, servant or agent to coordinate the Exhibitor's participation (Booth Coordinator). An 'Exhibitor' is an applicant that has been accepted for participation in the Exhibition by Show Management. Acceptance of an Exhibitor shall be by countersignature on the Contract by a duly authorized representative of Show Management. Upon acceptance, the issuance of a Booth Confirmation Notice, in response to a submitted Exhibitor Contract, shall create a legally binding Contract between IMEX America Ltd and the Exhibitor.

The term **'Booth Partner'** shall mean any organization or individual with whom the Exhibitor has agreed to share his space and Booth at the Exhibition for the purposes of exhibiting.

The term **'Booth Coordinator'** shall mean any employee, servant or agent appointed by the Exhibitor to coordinate the Exhibitor's participation at the Exhibition.

The term **'Exhibition'** shall mean IMEX America 2012.

The term **'Exhibition Venue'** shall mean Sands Expo, Las Vegas, NV.

The term **'Show Management'** shall include all employees, servants and agents of IMEX America Ltd, organizers of IMEX America 2012.

The term **'Landlord'** shall mean the owners and management of the appointed Exhibition Venue, its employees or agents.

The term **'Contract'** shall mean the Contract for Exhibition Space entered into between IMEX America Ltd and the Exhibitor, which incorporates these Terms and Conditions.

The term **'Authorities'** shall mean any federal, state or local government agency with jurisdiction over the Exhibition Venue, including the Fire Department.

The term **'Exhibitor Manual'** shall mean the manual to be prepared by Show Management and distributed to Exhibitors prior to the Exhibition setting out practical aspects of their participation and of the Exhibition.

The Exhibition will be conducted under the direction of IMEX America Ltd and its affiliates. Violations of any of these Terms and Conditions shall entitle Show Management, among other remedies set forth herein, to exclude an Exhibitor from the Exhibition and/or to recover damages caused by such violations.

### 2.0 PARTICIPATION

#### 2.1 BOOTH COORDINATOR

The Exhibitor shall appoint a Booth Coordinator.

The Booth Coordinator shall be responsible at all times to ensure that any Booth Partner complies with all the obligations of the Exhibitor.

#### 2.2 PARTICIPATION COST

The fee for the space is set forth in the Contract. The fee does not include any Booth fitting unless specified. A Hardwall Booth is inclusive of rear walls, as necessary, headers bearing the company name and colored carpet.

#### 2.3 CONDITIONS OF PAYMENT

The participation fee shall be paid by the Exhibitor as follows:

Full amount payable for Contracts signed on or after 04/13/12. For Contracts signed prior to 04/13/12, an initial deposit of 25% of the total fee is payable on signing the Contract with the balance of 75% payable on 04/13/12.

IN NO CIRCUMSTANCES WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY A BOOTH OR THE EXHIBITION SPACE IF THE PARTICIPATION FEE HAS NOT BEEN PAID IN FULL.

Refunds will not be issued under any circumstances, regardless of the date of cancellation or reduction of Exhibition Space, unless IMEX America Ltd cancels the Contract or reduces the Exhibitor's Exhibition Space, for reasons other than non-payment by the Exhibitor. IMEX America Ltd will be entitled to retain or collect 100% of the Exhibitor's total Contract obligation if the Exhibitor cancels or reduces their Exhibition Space. The acceptance by IMEX America Ltd of a deposit with an application does not in any way constitute acceptance of the application or grant of permission to exhibit. If an application is denied a full refund of the deposit will be made promptly. The applicant agrees that in the event Space of greater square footage is selected, assigned or allotted to it at its request or with its consent, it will pay the additional amount required promptly upon receipt of notice to that effect.

If payment is outstanding once the Online Diary and Contact the Buyers facility for IMEX America 2012 are available online (approximately 6

weeks before the show) we reserve the right to withhold your access to these online tools until confirmation of payment has been received.

### 3.0 APPLICATION FOR SPACE

All Exhibitors must complete, sign and return the Contract to Show Management to book space at the Exhibition. By signing the Contract, the Exhibitor accepts these Terms and Conditions. Acceptance by Show Management of the Contract and issuance of a Booth Confirmation Notice creates a legally binding rental Contract between IMEX America Ltd and the Exhibitor.

#### Use of Exhibition Space

The Exhibitor agrees to use the Booth for the duration of the Exhibition in conformity with Show Management's Display Construction Guidelines. Show Management has the right to relocate a Booth at its discretion. The Exhibitor and its representatives shall conduct themselves in a business-like manner. Show Management reserves the right to revoke Exhibition participation privileges from unprofessional and/or disruptive individuals. Floor covering is required for all Booths. Custom built Booths must have Show Management approval. Show Management reserves the right to restrict or remove exhibits that are distracting or detract from the character of the Exhibition. Booths must be set up prior to the opening of the Exhibition. Show Management has the right to re-allocate a Booth at its discretion if the Exhibitor has not appeared or begun to set up the Booth 20 hours prior to the opening of the Exhibition. The Exhibitor will assume the cost of any additional services/equipment required for its respective Exhibition Space.

#### Subletting

Exhibitor shall not assign, sublet, share or apportion the whole or any part of the Space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the assigned Exhibition Space without the prior written consent of Show Management.

### 4.0 OCCUPATION AND COMPLETION OF EXHIBITION SPACE

The Exhibitor and its contractors must comply with the build-up and break-down times and conditions as set out in the Exhibitor Manual. It is the responsibility of the Booth Coordinator to maintain personnel in the Booth at all times during the Exhibition hours. THE EXHIBITOR UNDERTAKES THAT HIS EXHIBITION SPACE WILL BE READY AND ALL INSTALLED AND ARRANGED THEREON FOR DISPLAY AND ALL ARRANGEMENTS IN CONNECTION THEREWITH COMPLETED BY 7PM ON MONDAY 10/08/12. THE EXHIBITOR MAY NOT REMOVE ANY OF HIS EXHIBITS PRIOR TO THE CLOSING OF THE EXHIBITION AT 4.30PM ON THURSDAY 10/11/12. Construction and dismantling hours must be adhered to unless written approval is received from Show Management.

Should an Exhibitor be prevented from occupying his Exhibition Space for any reason, all monies paid shall be forfeited and the balance of the participation costs shall be recoverable forthwith by Show Management. Show Management shall be entitled to utilize the Exhibition Space, which had been allotted to such Exhibitor in such manner as Show Management shall think fit and to recover from the Exhibitor any expenditure incurred in so doing.

### 5.0 EXHIBITION SCHEDULE

The duration of the Exhibition, set-up times and hours of operation shall be published in the Exhibitor Manual.

### 6.0 CONSTRUCTION AND ERECTION OF BOOTHS

#### Hardwall Booths (Shell Scheme Stand)

##### Booth Fittings

All interior Booth fittings must be contained within the Hardwall Booth (Shell Scheme Stand) structure and must not exceed 8' in height.

##### Space Only Booths

##### Booth Design

Exhibitors are responsible for their own Booth design and construction. A drawing or plan of the proposed Booth installation, showing the ground plan, elevation and electrical installation, must be submitted in duplicate to Show Management for examination and approval by 08/21/12. All interior Booth fittings must be contained within the Booth area and should not extend into the aisle area. All Booth plans will be subject to the approval of both Show Management and the Fire Marshal and must fully comply with the Fire Marshal's regulations. Show Management reserves the right to prevent work being carried out by or on behalf of any Exhibitor who has not submitted Booth design drawings in accordance with this regulation. **Please note that pipe and drape booths will not be allowed.**

#### Booth Height

The overall height of Booth fitting for single story Booths should not exceed 16'6" from the floor level. Requests to exceed this height will only be considered provided they are submitted in writing and accompanied by drawings. All Booth fittings exceeding 16'6" in height must be set back 4' from the open perimeter of the Exhibition Space.

#### Booth Number

Space only Booths must ensure their Booth number is clearly displayed. Booth numbering will be provided for Hardwall Booths (Shell Scheme Stands). Show Management reserves the right to affix numbers or directional signs on any Booth in any position.

#### Divided Exhibition Space

On divided Exhibition Space Exhibitors are responsible for erecting and decorating side and back walls facing on to their Booth areas to a minimum height of 8'. Walls above this height must be clad and decorated on BOTH sides from 8' upwards by the Exhibitor who has them erected. Such walls overlooking adjoining Booths must be finished in plain colours only. In the event that the Exhibitor fails to erect, clad and decorate such walls to Show Management's satisfaction, Show Management reserves the right to remedy such walls at the expense of the Exhibitor. THE MINIMUM HEIGHT FOR DIVIDING WALLS IS 8'. THE MAXIMUM HEIGHT FOR DIVIDING WALLS OF SINGLE STORY BOOTHS IS 16'6".

#### 2-Story Booths

Written application for permission to design Booths of 2 stories must be made to Show Management not later than 3 months prior to the Exhibition. All such 2nd stories should be used for entertainment purposes only and not for exhibition display purposes. All 2-story Booths must fully comply with the Landlord's and the Fire Marshal's regulations.

#### All Booths

Show Management may, at the expense of the Exhibitor, remove or alter anything in or forming part of any Booth, if, in their opinion, it is desirable to do so in the interests of the Exhibition.

Booth Perimeters: at least 70% of each of the Booth sides facing the aisle must be left open.

Electrical Installations: all electrical installations must be carried out by the contractor appointed by the Landlord for the area in which the Booth is situated.

### 7.0 FIRE REGULATIONS AND SAFETY

The Exhibitor shall not use any flammable decorations or coverings for display purposes. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire regulations.

All Exhibitors must fully comply with the Landlord's and the Authorities' regulations in respect of Fire, Health & Safety and Emergency Access and Exits.

Please note: special fire safety restrictions apply on partially covered and 2-story Booths. For further details please contact the Organizing Department, [organizing@imexexhibitions.com](mailto:organizing@imexexhibitions.com).

### 8.0 EXEMPTIONS

Applications for any consent by Show Management must be in writing and must set out full details of the matters for which consent is sought. Exemptions from any of these Terms and Conditions may be granted at Show Management's discretion.

No exemption given by Show Management will be effective unless it is in writing.

### 9.0 CONDUCT FOR EXHIBITORS

Every Exhibitor shall ensure that his Booth is open to view and staffed by competent representatives during Exhibition hours. If any Exhibitor fails to open his Booth or uncover his exhibits, Show Management may do so or may arrange for the Booth and exhibits to be removed and the Exhibitor shall be liable for any charges that may be incurred. Show Management will not be liable for any losses, including, without limitation, consequential losses, sustained by the Exhibitor as a result of this action.

Show Management reserves the right to stop any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or visitors. Business must be conducted only from the Exhibitor's own Booth and under no circumstances may this be carried out from an aisle or elsewhere within the Exhibition. Every Exhibitor, and all persons for whom he may be responsible, must conduct themselves in an appropriate manner. Any person failing to comply with this regulation, may, at the discretion of Show Management, be removed from the Exhibition Venue and refused re-entry during the period of the Exhibition.



## → 10.0 AMERICANS WITH DISABILITIES ACT

The Exhibitor warrants that its planned Exhibition design and use of space at the Exhibition will be in compliance with the Americans with Disabilities Act ("ADA") and hereby accepts full responsibility for compliance with the ADA. Furthermore, the Exhibitor will notify Show Management and Sands Expo in writing of any disabled person(s) affiliated with the Exhibitor who may be attending the Exhibition and specify the special needs of the person should they exist. The Exhibitor shall indemnify and hold IMEX America Ltd and its affiliates and their respective directors, officers, employees and agents, harmless from and against all claims, including attorney's fees and litigation expenses, that may be incurred by or asserted against IMEX America Ltd and its affiliates and their respective directors, officers, employees and agents, on the basis of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

## 11.0 ENTRANCE POLICY

Entrance to the Exhibition is limited to trade personnel only. No person under the age of 18 years can be admitted to the Exhibition either during build-up, Exhibition days or breakdown. This rule also applies to Exhibitors' children and has to be rigidly enforced to comply with the safety regulations of the Exhibition.

## 12.0 BADGES AND PASSES

Show Management will issue official badges of admission and no other forms of entrance ticket will be valid. No Exhibitor will be admitted to the Exhibition without his Exhibitor Badge issued to him by Show Management. Badges are not transferable.

Management reserves the right, at its discretion, to withdraw any badge issued to any attendee, if complaints have been received concerning his conduct.

## 13.0 INSURANCE

Each Exhibitor will maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected to the Exhibitor's participation in the Exhibition, in an amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance maintained by the Exhibitor must be issued by an insurance company reasonably acceptable to Show Management with A.M. Best rating A- or higher and should include coverage of the indemnification obligations of the Exhibitor under the Contract, these Terms and Conditions, or elsewhere, and shall name IMEX America Ltd, Sands Expo, and the General Contractor as additional insureds on the general liability policy. Each Exhibitor is required to indemnify and hold harmless Sands Expo from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. Each Exhibitor is required to carry workers compensation coverage protecting employees in accordance with the laws of the State of Nevada. Each Exhibitor acknowledges that it is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the Exhibitor deems appropriate. The Exhibitor understands that neither IMEX America Ltd, Sands Expo, nor the General Contractor maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Any policy providing such property insurance must contain an express waiver by the Exhibitor's insurance company of any right of subrogation to any claims against IMEX America Ltd, Sands Expo, and the General Contractor. The Exhibitor must provide proof of any of the foregoing insurance to Show Management when contracting, whether by certificate of insurance or otherwise, at the discretion of Show Management.

### Exclusion of Liability

Exhibitors must insure, up to the limit of their Booth space rental and all other payments contracted with Show Management, against the Exhibition being abandoned, cancelled, postponed or curtailed in whole or in part by reason of war, terrorism, fire, national emergency, labor dispute, violence, strike, lock-out, civil disturbance, inclement weather or any other circumstances beyond the control of the Exhibitor or Show Management, including damage caused by visitors to the Exhibition, other Exhibitors or persons acting on their behalf. Show Management shall not be liable to the Exhibitor in respect of any actions, claims, losses, costs or expenses suffered or incurred by the Exhibitor as a result of the happening of any such event.

Show Management provides Standard Cover insurance which is invoiced to the Exhibitor or Booth Coordinator. A credit may be given if satisfactory evidence of alternative insurance arrangements is agreed by the Show Management's insurance administrator. The cost of cover is based on the total sq. ft. of the booth, USD 90 for up to 200 sq. ft., USD 155 from 201 sq. ft. up to 1,000 sq. ft. and USD 275 for booths above 1,000 sq. ft. Exhibitors may require higher limits of cover than provided by the Standard Cover insurance; this is available at an additional premium. Please see the Exhibitor Summary of insurance and TOP UP form.

## 14.0 BOOTH CLEANING

It is the responsibility of the Exhibitor to ensure that his Booth is kept clean and tidy during the period of the Exhibition. The Exhibitor may not carry out his own Booth cleaning; this will be carried out by the official cleaning contractor, appointed by Show Management. This cleaning service must be booked via the appropriate form in the Exhibitor Manual.

## 15.0 PHOTOGRAPHY

Show Management has permission to use the likeness of any person and/or products exhibited in photographs and in any and all other media, whether now known or hereafter existing. The Exhibitor waives the right

to inspect or approve the finished product, including written or electronic copy. Additionally, all rights to royalties or other compensation arising or related to use of the photograph are waived by the Exhibitor. Booths or articles may not be photographed, drawn, copied or reproduced without the written permission of Show Management.

## 16.0 ADVERTISING AND PUBLICITY

All Exhibitor promotional material and goods are limited to the designated Exhibition Space. Exhibitors are not allowed to carry out publicity activities outside the boundary of the Booth or in front of the Exhibition. Acoustic presentations are permitted only if they are arranged in a way that other Exhibitors are not disturbed by them and visitors are not disturbed or hampered by them. Show Management reserves the right to cease any publicity/presentations that have not been approved and do not meet the standards of the Exhibition. In the event of complaints, Show Management reserves the right to suspend any entertainment formats for the remainder of the Exhibition. Each Exhibitor is responsible for obtaining all necessary licenses and permits to use live music, photographs or other copyrighted material in the Exhibitor's Booth or display. No Exhibitor will be permitted to play, broadcast or have performed any live music or use any other copyrighted material, such as photographs or other artistic works, without first presenting to Show Management satisfactory proof that the Exhibitor has, or does not need, a license to use such live music or copyrighted material. Show Management reserves the right to remove from the Exhibition Venue all or any part of any Booth or display which incorporates live music, photographs or other copyrighted or trademarked material and for which the Exhibitor fails to produce proof that the Exhibitor holds all required licenses. The Exhibitor shall remain liable for and shall indemnify and hold IMEX America Ltd and its affiliates and their respective directors, officers, agents and employees, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by the Exhibitor, Exhibitor's agents or employees of any patent, copyright, trademark or trade secret rights or privileges.

## 17.0 MEDIA AND PRESS RELATIONS

Any activities conducted by the media whether arranged by the Exhibitor or separately shall be conducted through the Show Management Press Office.

## 18.0 OFFICIAL CATALOG

An official catalog will be issued; Show Management does not accept any responsibility for any omissions, misquotations or other errors, which may occur in the compilation of this catalog.

## 19.0 SHOW MANAGEMENT'S RIGHT TO TERMINATE CONTRACT

If any Exhibitor fails to observe or perform any of the provisions of the Contract, Show Management shall have the right to terminate the Contract forthwith by notice in writing to such Exhibitor. In such event the exhibits of such Exhibitor shall be removed from the Exhibition Venue at a time to be stated by Show Management and thereafter such Exhibitor shall not be entitled to access the Exhibition Venue or the Exhibition. Show Management shall be entitled, if necessary, to remove and deliver such exhibits and property (at the expense of the Exhibitor) to the Exhibitor's address stated in the Contract. All monies paid by the Exhibitor shall be forfeited to and retained by Show Management and the Exhibitor shall indemnify IMEX America Ltd and its affiliates and their respective directors, officers, agents and employees in respect of all costs, losses, damages or expenses (including any consequential loss or damage or any reasonable attorney's fees) incurred.

If an Exhibitor is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes or executes an assignment for the benefit of creditors, is liquidated or dissolved, or a receiver, trustee, liquidator, or other judicial representative is appointed for its property, the Contract with such Exhibitor shall terminate forthwith except that all monies paid shall be forfeited and the balance of the monies shall become due and payable forthwith and such termination shall be without prejudice to any claim of Show Management against the Exhibitor in respect of any prior breach.

## 20.0 SHOW MANAGEMENT'S RIGHT TO CANCEL EXHIBITION

Show Management shall have the right at all times to abandon, cancel or suspend the Exhibition in whole or in part in the event that there is likely to be insufficient Exhibitor participation in and support for the Exhibition. In such circumstances, the decision of Show Management shall be final. In the event of such an abandonment, suspension or cancellation the Exhibitor shall be entitled to be paid an amount equal to any fees paid by them to the date of cancellation, but Show Management shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the Exhibition.

## 21.0 FAILURE OF SERVICES

Show Management will use all reasonable endeavours to ensure the supply of the services of the Landlords and of those mentioned in the Exhibitor Manual, but they shall not incur any liability to the Exhibitor for any loss or damage, if such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of monies paid or due.

## 22.0 RIGHTS OF ACCESS

Show Management and the Landlord and those authorized by them respectively have the right to enter any Exhibition Space at any time to execute works, repairs and alterations for other purposes. No

compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

## 23.0 SECURITY AND LIABILITY

All local, state and federal laws shall be observed during the Exhibition in the Exhibition Venue. The Exhibitor shall observe all safety regulations of the Landlord, directives by security personnel and Show Management personnel. The Exhibitor shall be liable for all damage to persons or property, or economic losses which have been caused by Booth construction, Booth equipment, exhibits and any employees acting on its behalf. The Exhibitor shall obtain all required permits prior to the commencement of the Exhibition and have them available for inspection by Show Management. Show Management will provide security during the construction of and dismantling times as well as throughout the duration of the Exhibition, but will not be liable for the loss or damage of any Exhibitor property.

The Exhibitor assumes responsibility and agrees to indemnify and defend IMEX America Ltd and its affiliates and their respective directors, officers, agents and employees from any claims or expenses arising out of the use of the Exhibition Venue. IMEX America Ltd and its affiliates and their respective directors, officers, agents and employees shall not be liable for, and are hereby released from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of the Exhibitor or to any other person or any loss of or damage to any property of the Exhibitor or any other property where such injury, loss or damage is incident to, arises out of, or is in any way connected with the Exhibitor's participation in IMEX America 2012, and the Exhibitor shall be responsible for any such injury, loss or damage, or any expenses relating thereto, and the Exhibitor hereby agrees to protect, indemnify, and hold harmless IMEX America Ltd and its affiliates and their respective directors, officers, agents and employees, against all such claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the sole negligence of IMEX America Ltd and its affiliates and their respective directors, officers, agents and employees.

## 24.0 UNION LABOR AND WORK AGREEMENTS

The Exhibitor hereby agrees to abide by all agreements made between any labor union, IMEX America Ltd, its agents and Sands Expo pertaining to the use of union labor while in the Exhibition Venue.

## 25.0 EXHIBITOR MANUAL

Specific information about Booth construction, dismantling, transport companies, packing materials and rules, Exhibitor services etc. will be contained in the Exhibitor Manual.

## 26.0 USE OF AN EXHIBITOR APPOINTED CONTRACTOR (EAC)

The Exhibitor hereby agrees not to contract for, nor to use, any services in connection with its exhibit in the Exhibition Venue except such as shall be made available or approved by Show Management not less than 30 days before the opening date of the Exhibition. The Exhibitor shall supply to Show Management the names of any persons or organizations other than those designated as the Exhibitor Appointed Contractor in the Exhibitor Manual, who are proposed for the performance of any service for the Exhibitor. Show Management will promptly notify the Exhibitor of its approval or disapproval of such selections. Use of any non-official service contractor is also subject to those designated contractors providing proof of insurance to Show Management 30 days prior to the opening date of the Exhibition. The certificate should name IMEX America Ltd, Show Management, the General Contractor, Sands Expo as additional insureds. EACs include installation and dismantling contractors, florists, photographers, furniture and carpet suppliers and any other supplier or contractor used by the Exhibitor that is not the Exhibition's official contractor. Certain services are considered exclusive contractors of Sands Expo and Exhibitors are required to use their service for: Booth Catering, Booth Cleaning, Electrical, Internet, Plumbing, Rigging, Telephones, Video Signal Distribution.

## 27.0 DAMAGE TO THE EXHIBITION VENUE/DISMANTLE

The Exhibition Space is to be returned by the Exhibitor in the same condition as it was handed over. No nails, screws or other fixtures may be driven into any part of the Exhibition Venue including the floors. In the case of any damage to the Exhibition Space or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Exhibitor's expense. If the clearance of the Booth has not been undertaken in good time, Show Management may have it cleared and the goods put in storage at the expense of the Exhibitor. Show Management shall assume no liability for exhibits left behind.

## 28.0 DISPUTES

This Contract shall be construed pursuant to the laws of the State of Nevada, without regard to the conflicts of law provisions thereof. Any action hereunder shall be brought in the federal courts in the State of Nevada, and the Exhibitor hereby submits to the jurisdiction of such courts for purposes of adjudication thereof.

## 29.0 FURTHER CONDITIONS

In any cases not covered by the above Terms and Conditions, Show Management shall, acting reasonably, have the absolute right to make further Terms and Conditions appropriate to the circumstances.