

Exposition Policies continued:

BOOTH SET-UP, CONTINUED

All booth decorations installed by Exhibitor must be made of fireproof materials. Exhibitor will be held responsible for any damages to booth structure or building incurred during occupancy. No helium balloons.

ELECTRICAL SERVICES

One (1) duplex 110-115 volt electric outlet is provided and subject to Show charges. If Exhibitor requires 220-230 volt electric service, it must be pre-arranged. Producer needs information on: 1. Type of equipment to be operated. 2. Voltage –current phase and cycle. 3. Wattage or kilowatt required. 4. Exact position in booth for outlet placement. All connections must be approved by governing body of facility. Extras will be charged at cost.

EXHIBITOR STORAGE (Limited Availability)

Storage of surplus materials, inventory, etc., may be arranged through Show Management at no additional charge. Show Management assumes no responsibility for stored items. There is no crate storage available on site. These arrangements should be made with your shipping company.

CLEANING

Exhibitors must keep booth space clean and presentable to Public. Trash may be swept into aisles after Show closing for removal by facility maintenance personnel.

STAFFING OF EXHIBIT SPACE

Your booth must be staffed during Show hours. The Producer does not allow poster or calendar person staffing in suggestive attire to work in booths at any time.

LABOR OR BOOTH MATERIALS

Show Management does not supply any labor or materials for Exhibitor. These may be obtained from local labor services. Materials may be rented or purchased from local suppliers.

SECURITY

The Producer provides security and will exercise reasonable precaution for protection of property of exhibitors, but assumes no responsibility for loss or damage incurred during rental period.

SOUND DEVICES

Sound amplification devices may be installed with prior approval of Show Management. Amplified solicitation above normal tone of speaking voice will not be allowed.. Objectionable sound and lyrics will not be tolerated.

SUBLETTING OF EXHIBIT SPACE

Subletting of exhibit space is prohibited.

SOUVENIR POLICY

No merchandise that has Show name, logo or artwork will be sold without prior written approval of the Producer and Show Management.

EXHIBIT TEARDOWN

No exhibit or portion thereof may be removed until closing of Show at 8:00 p.m. Sunday. Exception being sold merchandise or information collateral. All booths must vacated by 11 p.m. Sunday.

Show Management reserves the right to stop or remove from the Show any Exhibitor, their representative or guest, performing any act or practice which in the opinion of the Producer is objectionable or detracts from the dignity of the Show. Exhibitors removed from the Show in this manner will not be eligible for refund of space costs.

Terms & Conditions:

INDEMNIFICATION

Exhibitor agrees it will indemnify, hold and save Dan Cyr Enterprises, Inc. (DCE) whole and harmless of, from and against all claims, demands, actions, damages, lost, cost, liabilities, expenses and judgments recovered from or asserted against DCE on account of injury or damage to person or property to the extent that any such damage of injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the booth space leased hereunder. Such indemnification of DCE by Exhibitor shall be effective unless such damage of injury may result from the sole negligence, gross negligence or willful misconduct of DCE. Exhibitor covenants and agrees that in case DCE shall be made party to any litigation commenced by or against Exhibitor or relating to this Agreement or to the booth space hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney fees and court costs, incurred by or imposed upon DCE by virtue of any such litigation.

PROPERTY DAMAGE

Neither DCE or Exhibitor shall be responsible for any loss of damage to property of other party hereto including, but not limited to loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable hereto with respect to any such loss or damage. It shall be the responsibility of DCE and Exhibitor, respectively, to secure their own insurance or otherwise protect themselves and its property against any such loss or damage.

CONDITION OF RETURNED BOOTH SPACE

At termination of this Lease Agreement, Exhibitor shall at once surrender possession of booth space and deliver same in broom-clean condition.

UNAVAILABILITY OF BOOTH SPACE

In event booth space leased or any portion thereof is not available for occupancy upon commencement or during the term of this Agreement due to fire, casualty, acts of God, strikes, national emergency, or any other cause beyond control of DCE, this Agreement and obligations of DCE and Exhibitor hereunder shall terminate, and Exhibitor hereby waives any claim against DCE for damages by reason of such termination, provided, however, that any unearned portion of the Lease fee due hereunder shall abate, or, if previously paid, shall be promptly refunded by DCE to Exhibitor.

TERMS

A deposit of 50% of total booth cost is due upon signing of this Agreement. Balances due by February 4, 2005. No refunds for failure to occupy space leased.

BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties and heirs, personal representatives, successors, and assigns.

ASSIGNMENT

Except with the other party's prior written consent, a party may not assign any right or delegate any duties under this Agreement.

ATTORNEY FEES

If any suit or action is filed by any party to enforce this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

AMENDMENTS

This Agreement may be amended only by an instrument in writing executed by all parties.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties with the respect to the subject matter of this Agreement and supercedes any and all understandings and Agreements, written or oral, between the parties with respect to such subject matter.

EXPENSES

Each party shall bear its own expenses in connection with this Agreement and the transactions contemplated by this Agreement.

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be held in federal or state court in King County, Washington.