

FOSE CONTRACT FOR EXHIBIT SPACE/MARKETING OPPORTUNITIES

www.FOSE.com • May 14 - 16, 2013 • Walter E. Washington Convention Center, Washington, DC

Company Name		Company Name Listed in Show Program		
Administrative Contact	Title	Product	Type	
Company Address		City	ST	Zip
Administrative Email	Phone	Cell	Fax	
Marketing Director/Manager	Marketing	Dir/Mgr Email	Company URL	

Competitors

INSTRUCTIONS

Complete contract in full and fax to (703) 991 7183 to secure a booth/MPO/sponsorship opportunity in FOSE 2013. Show Management will confirm booth location, sponsorship opportunity and/or marketing/promotions opportunity (MPO) based on current availability.

BOOTH/MPO/SPONSOR FEES AND PAYMENT TERMS

A signed contract cannot be cancelled without fee (50% of all fees). A non-refundable and non-transferable payment of 50% of the exhibit fee/sponsorship/MPO value is due and payable within by June 1, 2012. Full payment is due 120 days before the event (January 14, 2013). Contracts submitted after January 14, 2013 must be accompanied by payment in full. After January 14, 2013, this contract cannot be cancelled without 100% of fees due in full. We are unable to make exceptions to this deadline. Specific booth locations are not considered reserved until we have received your signed contract with payment. Please refer to the "Cancellation Policy" set forth in the Terms and Conditions on the reverse. Any changes (Upgrades/Downgrades/Cancellation) to this contract need to be communicated in writing to FOSE Sales Department. Verbal changes will not be accepted.

2013 FOSE

Booth Selection 1st Choice _____ 2nd Choice _____ (Show Mgmt to Complete) Selection _____

Regular Rate \$48 sq.ft. X _____ Sq.ft. = \$ _____
Small Business/Gov't Agency Rate) \$35 sq.ft. X _____ Sq.ft. = \$ _____

2013 Sponsorship/MPO Items

Other _____

2013 TOTALS: BOOTH:\$ _____ Sponsor/MPO/Add-ons\$ _____ Total\$ _____

Credit Card Number: _____	Expiration Date: _____
Name on Card: _____	Signature of Card Holder: _____
Billing Address: _____	City: _____ State: _____ Zip: _____ Security Code on back of Card: _____

If paying by check: mail copy of contract with check to: 1105Media Inc., FOSE Show Management, PO Box 894085, Los Angeles, CA 90189-4085. Make check payable to 1105 Media Inc, Fed ID#20-4583700

Contract Agreement - We understand that this application becomes a contract when signed by us and accepted by Show Management. We agree to abide by the conditions printed on the front and reverse side of this contract (please read carefully.) Contract will not be processed without a signature.

X _____
SIGNATURE & TITLE OF EXHIBITOR REPRESENTATIVE DATE

X _____
ACCEPTED BY SHOW MANAGEMENT (1105 Media Inc.) DATE

A copy will be returned to you confirming your assigned space. Email any questions and/or changes to fosesales@1105media.com.

FOSE Mgmt Use Only: Rep# _____ Notes: _____

TERMS & CONDITIONS FOR EXHIBIT SPACE/MARKETING OPPORTUNITIES

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FOSE 2013 TERMS AND CONDITIONS

- FOSE (herein called the "Show") is owned and operated by 1105 Media (herein called the "Management".)
- Cancellation or Withdrawal. (a.) Cancellation. If Exhibitor desires to cancel this Agreement, notification must be made in writing by the Exhibitor and confirmed by Management. If such notice is received by the Management on or before January 15, 2013, 50% of the total fee shall be due Management. After January 15, 2013, Exhibitor shall pay liquidated damages an amount equal to 100% of the exhibit space rental, sponsorships and advertising fees for which the Exhibitor has contracted. If Exhibitor cancels participation in the Show, this agreement will be cancelled and the exhibitor will be liable for payment as outlined above. (b.) Downsizing. An Exhibitor may elect to reduce space requirements for the Show. Notification must be made in writing by the Exhibitor and confirmed by Management. Through January 15, 2013, Exhibitor shall pay liquidated damages an amount equal to 50% of the difference between the originally contracted and new exhibit space rental fee of the exhibit space rental, sponsorships and advertising fees for which the Exhibitor has contracted. After January 15, 2013, Exhibitor shall pay liquidated damages an amount equal to 100% of the difference between the originally contracted and new exhibit space rental fee. Exhibitor shall make any additional payment required to aggregate such damages. In addition to the assessed damages, the booth location may be moved at the discretion of Management.
- Eligible Exhibits. Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturers' representatives and/or distributors must list his participating principals as the exhibitors of record. Only the sign of the Exhibitor whose name appears upon the face of this contract may be placed on the booth or in the printed list of Exhibitors of the Exhibition. No exhibitors or advertising will be allowed to extend beyond the space allotted to the exhibitor, or above the back and side rails. Exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down. Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or Exhibitor or his representatives upon the Management's good faith determination that the same is not in accordance with these Rules and Regulations.
- Limitation of Liability. The exhibitor agrees to indemnify and hold harmless the Management, the Sponsor, Owner, Exhibition Hall Facility and City in which this Exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from the presence of Exhibitor's exhibit at the Exhibition or the acts or negligence of exhibitor or its Agents or Employees. The Management shall not be responsible for loss or damage to displays or goods belonging to exhibitors, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of the Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by Management. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omission in the listings in the Exhibitor's Official Directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including without limitation, attorneys' fees and amounts paid in settlement incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his Agents, or Employees.
- Default in Occupancy. If exhibition space is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for such purposes as it may see fit.
- Sub-leasing. Exhibitor shall not sublet his space, or any part thereof, for the exhibition of anything not specified in the contract. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification which in standard practice appears normally on them. Exhibitor may not permit in his booth non-exhibiting Companies' Representatives. Rulings of the Management shall in all instances be final with regard to use of any exhibit space. Notwithstanding the foregoing, subject to receipt of written permission from Management, Exhibitor may sublet booth space to third parties which produce, distribute or sell products in connection with Exhibitor, and Exhibitor may exhibit, offer for sale, give as a premium, or advertise articles produced, distributed or sold by such third parties and permit such third parties' company representatives at Exhibitor's booth. Management, in its sole discretion, reserves the right to accept or reject any request by an Exhibitor to include third parties at its booth as set forth above. Rules of the Management shall in all instances be final with regard to use of any exhibit space.
- Damage to Property. Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.
- Union Labor. Exhibitor shall employ only union labor, as made available by official contractor in the installation and dismantling of his exhibit, and in its operation, when required by union agreements. An Exhibitor planning to build special displays should employ union display companies in their fabrication, and carpentry and electrical work in such displays must bear A.F.L.-C.I.O. union labels.
- Special Services. Electricity, gas, water, and other utilities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them from the persons authorized to supply such services in conformity with City, insurance and other requirements.
- Booth Representatives. Booth representatives shall be restricted to Exhibitor's Employees and their authorized Representatives. Booth representatives shall wear badge identification furnished by Management at all times. Management may limit the number of Booth representatives at any time. All booths must be staffed by the Exhibitor during all open show hours.
- Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by various Government agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.
- Safety and Fire Laws. All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Crowding will be restricted; aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted. Smoking is prohibited in the exhibits and any meeting room or other area of the Exhibition.
- Decoration. Management shall have full discretion and authority in the placing, arrangement and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item of any booth, and no liability shall attach to Management for costs that may devolve upon Exhibitor thereby. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths (no logos, no graphics). If such surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if any displays on which set-up has not been started by 3:00 p.m. of the day before the opening day of the Exhibition, Management reserves the right to have such displays installed at Exhibitor's expense. All exhibits should be ready for the opening hour of the Exhibition. The Management will not allow any noise or moving of exhibits after this time. No exhibit may be built or erected to exceed the height limitation as set forth in the Exhibitors' Manual. Any Exhibitor whose booth exceeds the height limitation will be required at his own expense to alter the display in order to conform to these regulations.
- Sound Level. Mechanical or electrical devices that produce sound must be operated so as not to prove disturbing to other Exhibitors. Management reserves the right to determine the acceptable sound level in all instances.
- Lotteries/Contests. The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from Management.
- Personnel and Attire. Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of Exhibitors and the Exhibition. Further, except as approved by Management, Exhibitor expressly agrees that he and his personnel will not conduct official exhibitor functions in the city of the exhibition during business hours of the Exhibition.
- Exhibitor Conduct. Retail sales at the Exhibition are permitted, provided that the Exhibitor complies with all laws and regulations regarding retail sales including but not limited to all laws and regulations regarding payment of sales tax. Exhibitor agrees to indemnify and hold harmless the Management, the Sponsor, Owner, Exhibition Hall Facility, and City in which this Exhibition is being held, their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from retail sales of its products at the Exhibition. The Management shall not be responsible for loss or damage to goods made available for retail sale or the proceeds from the sale of such goods belonging to the Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and sold and displayed at Exhibitor's own risk, and should be safeguarded at all times. The distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within his booth. The distribution of any articles that interferes with the activities or obstructs access to neighboring booths, or that impedes aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in his product or service may be distributed except by written permission of Management. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger, or interfere with the rights of other Exhibitors and visitors. Any practice resulting in complaints from any other Exhibitor or any visitor who, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may be prohibited by Management.
- Obstruction of Aisles or Booths. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by Management.
- Admission. Show is open to adults affiliated with the industry served by the Exhibition. No persons under 18 years of age will be admitted. Management shall have sole control over admission policies at all times.
- Employment Exhibits. Exhibits for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind, are specifically prohibited. EXCEPT WITHIN THE DESIGNATED CAREER FAIR AREA Termination of Exhibition. In the event that the premises in which the Exhibition is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, said contract and/or the Exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates said contract and/or the Exhibition (or any part thereof) as foresaid, then Management may retain such part of an Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably with the control of Management" shall include, but not by way of limitation: fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, State or Federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional, or Act of God.
- Resolution of Disputes. In the event of a dispute or disagreement between: Exhibitor and an Official Contractor; or between Exhibitor and a Labor Union or Labor Union Representative; or between two or more Exhibitors; all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.
- Receipt of Goods and Exhibits. All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.
- Care and Removal of Exhibits. Management will maintain the cleanliness of all aisles. Exhibitor must, at his own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event any Exhibitor fails to remove his exhibit in the allotted time, Management reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition or make such other disposition of this property as it may deem desirable without any liability to the Management.
- Photography. The photographic rights for the Exhibition are reserved to Management, and photography in the Exhibition required by Exhibitors can be carried out at moderate charges by the Official Photographers (as designated by management) if desired. Exhibitors wishing to make their own arrangements for the photographing of their exhibit must apply to Management, whose permission shall not be unreasonably withheld.
- Insurance. Exhibitor is advised to see that his regular company insurance includes extraterritorial coverage, and that he has his own theft, public liability, and property damage insurance.
- Losses. Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to ensure against these risks.
- Amendment to Rules. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. The Management shall have full power in the matter of interpretation amendment and enforcement of all said rules and regulations, and that any such amendments when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.
- Agreement to Rules. Exhibitor, for Himself and his Employees, and Representatives, agrees to abide by the foregoing rules and by any amendments that may be put into effect by Management.
- Payments and Default. Any amounts not paid when due under this contract will bear interest at the rate of 1.5% per month, not to exceed the maximum rate permitted by law. In addition, if the Exhibitor defaults on any of its obligations under this contract or violates any Exhibition rule or regulation promulgated pursuant to this contract, the Management may, without notice, terminate the Exhibitor's rights under this contract and may thereupon direct the Exhibitor forthwith to remove its Employees and Agents, and all of its articles or merchandise and other personal property, from the space contracted for and from the Exhibit Hall. In the event of a termination of this contract as a result of any such Exhibitor default or violation the Management may retain all monies paid or payable under this contract as liquidated damages. The Exhibitor will be responsible for any costs reasonably incurred by Management (including reasonable attorney's fees) in enforcing the Exhibitor's obligations under this contract.
- Contract Acceptance. Deposit of your check does not constitute contract acceptance. This agreement shall not be binding until accepted by Management.
- Agreement Non Assignable. This agreement is non assignable. Any attempt assignment of this agreement shall be null and void and shall constitute a breach of agreement, resulting in cancellation.