

## ***TRADE SHOW Terms and Conditions***

**1 DEFINED TERMS.** The term "Event" means *Windy City Ski and Snowboard Show* scheduled to be held on Oct 23-25th, 2009 (the "Event Dates") at the Schaumburg Convention Center. The Event is owned, produced and managed by SV Events LLC.

As used herein, the term "*SVE*" means, collectively, SV Events LLC, and each of its officers, directors, shareholders, agent, affiliates, divisions, representatives, employees and assigns, unless the context requires otherwise.

The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by *SVE* in the manner stated below and (ii) each of its officers, directors, shareholders, employees, personnel, 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 *SVE*. *SVE* may refuse acceptance of any contract for any or no reason.

**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 and 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 *SVE* nor the Event Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither *SVE* nor the Event 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 *SVE*), and hold *SVE* and the Event Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs (including attorneys' fees) and expenses which result from or arise out of or in connection with (a) Exhibitor's participation in 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) by Exhibitor 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 *SVE* or the Event 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 apprised of the possibility of any such lost profits or damages. *SVE* makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

**6 MANAGEMENT OF THE EVENT.** Facility 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 *SVE*, nor the owners or lessors of the Event Facility, shall assume any responsibility for Exhibitor's personal safety or property. As a condition of

exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

**7 QUALIFICATIONS OF EXHIBITOR.** *SVE*, 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 specialty retail industries. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. *SVE* reserves the right to restrict or remove any exhibit that *SVE*, in its sole discretion, believes is objectionable or inappropriate.

**8 BADGES.** All Exhibitor personnel may be required to wear appropriate badges provided by *SVE* at all times during the Event.

**9 ASSIGNMENT OF SPACE.** Exhibit space shall be assigned by *SVE* in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar spaces will be assigned for future Events. *SVE* 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. *SVE* 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. *SVE* further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion. Booth sharing is not allowed, this means only the registered exhibitor shall exhibit in that booth.

**10 BOOTH PLACEMENTS.** *SVE* will attempt to honor all booth placement requests if application and payment are made within stipulated time limit. However, *SVE* reserves the right to make alternative placement. Offers made as to location of space are current policy and not a guarantee. *SVE* shall be the final authority in assigning space.

**11 MERCHANDISE GROUPING.** Application for space must state type of merchandise to be displayed. Placement in a location indicated will be based on the description of merchandise as stated in application for space. If type of merchandise actually displayed is different, *SVE* may reassign Exhibitor to the appropriate exhibit area. *SVE* is the sole authority in regard to product/merchandise grouping.

**12 CANCELLATION BY EXHIBITOR.** If Exhibitor desires to cancel this contract, Exhibitor may only do so by giving notice thereof in writing sent to *SVE* with evidence of receipt. In such case, Exhibitor will continue to be liable for 100% of the total exhibit fee unless the written notice of cancellation is received by *SVE* no later than 45 days prior to the opening date of the Event. If written notice of cancellation is received 45 or more days before the opening date of the Event, Exhibitor will be liable for 50% of the total exhibit fee. 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 losses *SVE* will suffer as a result of Exhibitor's cancellation. *SVE* 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.

**13 CANCELLATION BY *SVE*.** If Exhibitor fails to make a payment required by this contract in a timely manner, *SVE* may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. *SVE* reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor has failed to timely make any payment due to *SVE*. *SVE* 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. *SVE* 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 *SVE*, without any obligation on *SVE*'s part to refund any payments previously made and without releasing

Exhibitor from any liability arising as a result of or in connection with such breach. If *S/E* removes or restricts an exhibit that *S/E* considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

**14 CANCELLATION OF THE EVENT.** If *S/E* cancels the Event due to circumstances beyond the reasonable control of *S/E* (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), *S/E* shall refund to Exhibitor its exhibit space rental payment previously paid, minus a reasonable share of costs and expenses incurred by *S/E*, in full satisfaction of all liabilities of *S/E* to Exhibitor. *S/E* reserves the right to cancel, rename or relocate the Event or change the Event Dates. If *S/E* 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 *S/E* shall assign to Exhibitor, in lieu of the original space, other space as *S/E* deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If *S/E* elects to cancel the Event other than for a reason previously described in this paragraph, *S/E* shall refund to Exhibitor its entire exhibit space rental payment previously paid in full satisfaction of all liabilities of *S/E* to Exhibitor.

**15 MOVE-IN.** All exhibitors may be checked in with the Show Office on October 22, 2009. Move-in is from 12:00 PM-9:00 PM on October 22, 2009 and from 8:00 AM – 1 PM on October 23, 2009. All exhibits must be set up and ready by conclusion of move-in. (Times subject to change) Exhibitors not checking in by that time will forfeit exhibit space, which can then be reassigned by *S/E*.

**16 MOVE-OUT.** All exhibits must remain intact until 5:00 PM on October 25, 2009. At that time, exhibitors may begin packing. Move-out must be completed by 10:00 PM on October 25, 2009. (Times subject to change)

**17 EXHIBIT SPACE OCCUPANCY.** If Exhibitor fails to install its display in its assigned space by 11:00 AM on October 23, 2009 or leaves its space unattended at any time during the Event, *S/E* shall have the right to take possession of the space and terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event. Penalty fee of \$500.

**18 SET-UP.** Exhibitor must not erect or maintain a back wall higher than [8] feet nor side walls over [8] feet in height. All solid opaque structures will be confined to within 4 feet of the back line of Exhibitor's booth space. No merchandise displays may block viewing of any other exhibits.

**19 LISTINGS AND PROMOTIONAL MATERIALS.** By exhibiting at the Event, Exhibitor grants to *S/E* a fully paid, perpetual, non-exclusive license to use, display and reproduce the name, trade names, logos, 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 *S/E* promotional materials. *S/E* 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. *S/E* 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 these photographs for any promotional purpose.

**20 CARE OF EVENT FACILITY.** Exhibitor shall promptly pay for any and all damages to the Event Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

**21 FOOD AND BEVERAGES.** Exhibitor may not distribute any food or beverages from its booth or elsewhere except with express advance written permission from *S/E*.

**22 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. (a) workers' compensation insurance; (b) 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); (c) 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 *S/E*, 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 *S/E* shall be furnished to *S/E*. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to *S/E*.

**23 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.

**24 OBSERVANCE OF LAWS.** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rule and regulations, and all rules and regulations of the Event Facility.

**25 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 *S/E* in its sole discretion. *S/E* 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 are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by *S/E* as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including any additional rules or regulations adopted by *S/E*) states the entire agreement of the parties with respect to the subject matter hereof.

**26 OUTSIDE EXHIBITS/HOSPITALITY SUITES.** Exhibitor is prohibited, without express advance written approval from *S/E*, 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 *S/E*-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 *S/E*. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, *S/E* 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.

**27 CONTRACTOR SERVICES.** *S/E* has contacted, on an exclusive basis, with official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines.

**28 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 which it has the legal right to exhibit. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of *S/E* and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of *S/E*. 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 areas. (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 and moving advertisements outside of an Exhibitor's exhibit space are prohibited.

**29 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.

**30 FIRE AND SAFETY LAWS AND RULES.** Federal, state and city laws must be strictly observed. All materials used for display of any kind must be flame-proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. Exhibitor shall not bring or permit in the Event Facility any flammable, explosive, dangerous or volatile material or material under high pressure, including weapons, gasoline, kerosene, acetylene, propane or other fuels or combustibles. The use of crepe paper and any decorative paper of any type is prohibited. Exhibitor's display must meet all 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.

**31 FREIGHT SHIPMENT.** Exhibitor must use its own freight carrier and should use the shipping labels provided by *SVE* for the Event to ensure proper shipment and identification. Shipments made in advance to an authorized Event contractor, as per instructions, will be delivered to Exhibitor's booth.

**32 AT CLOSE OF EVENT.** If Exhibitor desires to arrange shipment of its samples by its own carrier, it should call for pickup and inform Event's authorized contractor of its arrangements. Exhibitor must wait in person for such pickup. If Exhibitor does not remain in booth/exhibit area for the pickup or if the pickup does not occur within reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense. Samples will not be permitted to be taken out of the exhibition area during the Event.

**33 NO SHOW POLICY.** If Exhibitor, through circumstances beyond control, is delayed in arrival or setup, Exhibitor must notify the Event Director at the Event Facility. Non-notification will result in resale of space, and no refunds will be made.

**34 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 *SVE*.

**35 ADDITIONAL TERMS AND CONDITIONS.** *SVE* has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed full 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, *SVE* in its sole judgment and discretion may refuse to consider for participation in future Events and any 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 *SVE*. 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 entering into this contract,

The unenforceability or invalidity of any provision of this contract shall not render any other provision of this contract unenforceable or invalid.

**36 GOVERNING LAW.** This contract is governed by the laws of the State of Illinois as applied to contracts entered into and entirely performed within that State by residents of that State. The federal and state courts located in the State of Illinois 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 in any matter brought in accordance with the foregoing.

**37 BOOTH SHARING IS PROHIBITED.** Only one exhibitor per booth, unless approved in writing by *SVE*.

**38 VENDOR SALES.** The minimum booth size for retail exhibitors to participate in the Southern Region Ski Patrol Swap is a 10 x 20 on the floor. Only last years or older merchandise can be put into the swap meet. Vendors are limited to 500 merchandise tags for a 10 x 20 booth, 1500 merchandise tags for a 20 x 20 booth. *SVE* has the right to modify these quantities at any time. Only current year merchandise is to be sold by the exhibitor on the show floor.