

Terms and Conditions

Extreme Sports Expo

1. DEFINED TERMS

"Event" means Extreme Sports Expo, currently scheduled for January 27-28, 2007 at the Greater Columbus Convention Center, Columbus, Ohio. The Event is owned, produced and managed by Action Sports Promotions, Inc. "Organizer" means Action Sports Promotions, Inc. and each of its officers, affiliated, representatives, employees, and assigns unless the context requires otherwise. "Exhibitor" means the company and its representatives identified on the application/agreement/contract "Facility Management" means the Greater Columbus Convention Center, SMG, and its employees and agents, "Hall" means the facility in which the expo is conducted.

2. CONTRACT/AGREEMENT

This contract/agreement shall become binding and effective only when it has been signed by Exhibitor and counter-signed by a duly authorized representative of Organizer.

3. ADDITIONS OR CORRECTIONS

Organizer may amend these terms from time to time in the best interest of the Event upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this agreement. Notice will be sent to Primary Contact as listed on Exhibitor Display Application and Contract.

4. PAYMENT METHOD

Fee(s) included in this Agreement reflect payment made by cash, check, wire transfer or credit card and accepted by Organizer.

5. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to Organizer), and hold Organizer and Hall Management harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys fees) and expenses which result from, arise out of or are 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; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract; (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, its guests or any other third parties; (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; and (h) any litigation or other similar matters commenced by, pursued by or involving Exhibitor or its guests.

6. LIMITATION OF LIABILITY

Under no circumstances shall Organizer or Hall Management be liable for any lost profits or damages including 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. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. As a condition of exhibiting at the Event, Exhibitor shall insure Exhibitor's property against damage, loss and theft.

7. QUALIFICATIONS OF EXHIBITOR

Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and/or services to the extreme / action / adventure sports market and/or its consumers. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Organizer reserves the right to restrict or remove any exhibit that Organizer, in its sole discretion, believes is objectionable or inappropriate.

8. EXHIBIT ARRANGEMENT

Each 10' x 10' or 10' x 20' booth includes an 8' high back drape, 3' high side drape, and a 7" x 44" company sign. So that aisles and visibility are unobstructed, exhibits must be arranged so that they are completely within the allotted space. Exhibits must conform to the size of the space and must be of such character or arrangement so as to not obstruct the view or interfere with the exhibits of others. Exhibits in 10' x 10' and 10' x 20' spaces are permitted to extend forward at the 8' height from the back wall the length of 5', and not over 4' high from this point to the front of the booth. Booths 20' x 20' and more, plus aisle end caps have different regulations.

9. ASSIGNMENT/CHANGE OF SPACE

Organizer shall assign exhibit space in its sole discretion. Any such assignment does not imply that similar space will be assigned for future Events. Organizer shall have the right, at its sole discretion, to change Exhibitor's space assignment if it is deemed, in the sole discretion of the Organizer, to be in the best interest of the Event. Organizer will make reasonable efforts to ensure that any reassignment will be to an exhibit space that is of the same general style and size as Exhibitor's original space.

10. CANCELLATION

In the event Exhibitor desires to cancel this license, withdraw from the Event, or reduce its space requirements, Exhibitor acknowledges that Organizer would be harmed and suffer loss and that it would be difficult to assess the exact value for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice.

Cancellation fee, based on postmarked date of written cancellation or reduction in space:

- At least 120 days prior to show: \$0.00
- Less than 120 days but more than 60 days: 50% of Exhibit fees
- Less than 60 days: 100% of Exhibit fees

Organizer reserves the right to treat an Exhibitor's reduction in space as cancellation of the original space and purchase of new exhibit space. An Exhibitor may be required to move to a new location if it requests a reduction in space.

If Exhibitor fails to make a payment required by this contract in a timely manner, Organizer may terminate this contract (and Exhibitor's participation in the Event) without further notice, without obligation to refund monies previously paid, and without penalty, liability or expense to Organizer. Organizer 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 as it desires, and without releasing Exhibitor from any liability hereunder. Organizer may also terminate this contract immediately if Exhibitor breaches any of its obligations under this contract, without any obligation on Organizer's part to refund any payments previously made, without releasing Exhibitor from any liability arising as result of or in connection with such breach, and without penalty, liability or expense to Organizer. If Organizer removes or restricts an exhibit that Organizer considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

Organizer will not be liable for the fulfillment of this Contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the event, or for any cause beyond its control. Organizer will, however, in the event of its not being able to hold the Event for any of the above named reasons reimburse Exhibitor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

11. INSURANCE

Exhibitor is encouraged to secure and maintain throughout the term of this contract, including move in and move out days, the insurance listed below.

Workers' Compensation insurance;

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

Insurance against loss or damage to the exhibit is recommended.

12. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits and approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits for paying all taxes, license fees, use fees, and other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor shall not permit the delivery of merchandise at the Hall without the express prior written permission of Organizer.

13. 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 Hall. Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

14. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by Organizer. If Exhibitor fails to install its display in its assigned space, leaves its space unattended, or has no product to display during the Event hours according to the published hours, Organizer shall have the right to take possession of the space and no refund shall be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until Organizer officially closes the Event.

15. RECORDING RIGHTS, LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to Organizer a non-exclusive, royalty-free, revocable, non-transferable worldwide license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory listing the exhibiting companies at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or description or for omitting any exhibitor from the directory or other lists or materials. Organizer may also take photographs or video recording of Exhibitor's booth space, exhibits, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recording by Organizer or its agents.

16. EXHIBITOR SERVICE GUIDE

Approximately two months prior to the Event, Organizer and/or Hall Management will send an Exhibitor Service Guide to the "Primary Contact" listed on the Exhibitor Display Application and Contract. The Exhibitor Service Guide will include information integral to participation in 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. This information may be available prior to this time upon request by Exhibitor.

17. SERVICES

On behalf of the Exhibitors, Organizer has designated official Event contractors to provide services inside the Hall, including drayage, cartage, furniture, decorations, signs, telephones services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Service Guide to be issued separately. Organizer assumes no responsibility or liability for any to the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangements for these services and payments are to be made between Exhibitors and official Event contractors.

18. CARE OF HALL

Exhibitor shall follow all regulations detailed in the Exhibitor Guidelines, and shall promptly pay for any and all damages to the Hall and associated facilities, booth equipment or the property of others caused by Exhibitor.

19. SECURITY

Organizer will provide perimeter guard service during the Event and while the Exhibit Hall is closed. Exhibitor agrees that Organizer is not liable for anything its guard service, or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Exhibitor's exhibit or its representatives. Exhibitor will not be allowed into the Exhibit Area after Event hours. Security while Event is open is the sole responsibility of the Exhibitor.

20. FIRE AND SAFETY

Federal, State, city and Hall laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Exhibitor Service Guide.

21. MOVE-IN, MOVE-OUT

No exhibit will be allowed into the Hall without an official clearance from Organizer. The Exhibitor must make its own arrangements for transportation of exhibits and packing material. Organizer cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Event hours are limited to those described in the Exhibitor Service Guide.

22. DISPLAY REGULATIONS

Exhibitors are to comply with all Exhibit requirements with respect to appearance, distribution of materials, copyrighted materials, exhibit boundaries, noise levels, model attire, etc. as outlined in the Exhibitor Guidelines.

23. MATTERS NOT COVERED

Organizer reserves the right to rule on all matters pertaining to the Event, whether expressly mentioned or not, and the Exhibitor, by executing the application on the reverse side, agrees that all rulings shall be binding upon both the Exhibitor and Organizer.

24. ENTIRE AGREEMENT

This contract (including the Exhibitor Service Guide and any additional rules or regulations adopted by Organizer) represents the entire agreement between Organizer and Exhibitor relating to the Event.

25. APPLICABLE LAW AND VENUE

This Agreement shall be exclusively governed by Ohio law as applied to contracts entered into and entirely performed within such state by Ohio residents. Any suit relating to this agreement shall be instituted in a state or federal court in Franklin County, Ohio and the parties submit to the jurisdiction of any such court.