



**ITEX 2010 Show Standard Booth Contract  
for Exhibit Space Leasing**

Show Dates: March 3-4, 2010  
Las Vegas Convention Center - North Hall 1

Please read the TERMS OF AGREEMENT complete and sign contract. Please initial where indicated.

<b>Marketing or Primary Contact:</b>		<b>Title:</b>	
<b>Company Name:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Address:</b>		<b>Country:</b>	
<b>Telephone #:</b>	<b>Fax #:</b>	<b>E-Mail:</b>	
<b>Trade Show Contact Name:</b>		<b>Email:</b>	
<b>Phone/Ext. #:</b>		<b>Fax#:</b>	

**LEASE FEES & DESCRIPTION:** A standard lease space is \$27.50 per square feet

*Exhibitor manual will be available for download 90 days prior to show.*

**Badge assignment:** 10 x 10 (4 staff badges, 10 x 20 (8 staff badge), 20 x 20 (16 staff badges), and a 30 x 30 (36 staff badges)

€ Premium Rows \$500.00 / 100 Sq Ft. \_\_\_\_\_ € Select Rows \$300.00 / 100 Sq Ft. \_\_\_\_\_

€ Additional Sponsorship Requirement \_\_\_\_\_ € Discount \_\_\_\_\_

Booth #	Booth Size	Total SF	Booth Costs	Booth Fee	Position Fee	Discount	Total
			\$27.50				

PAYMENTS SCHEDULE	TERMS OF AGREEMENT NOTICE
- Payment is due to Questex Media in Full, within 30 days of signed agreement.	Exhibiting company agrees and understands that payment sent to show producer is non-refundable as stated on <b>TERMS OF AGREEMENT</b> section 4 (Pg 2 of this agreement). Exhibiting company understands they are liable for the total leased space selected whether they exhibit or not, once this agreement is signed by client. Agreement cancellation time is 5 business days from signing.

This contract is complete and binding when signed by Exhibiting Company Representative and witness by an assigned show producer onsite staff. Exhibitor has read and agrees to abide by TERMS OF AGREEMENT as set forth in and printed on second page of this contract. Authorized representative executing this contract understands that this agreement is a binding commitment and that all fees are due as specified above and are non-refundable and non-transferable. Full payment is due **30 days** from signed agreement, and late payment fees may apply if payment is not received within the 30 days. This contract is for exhibit space at the Las Vegas Convention Center, North Hall 1, site selected by ITEX producers (Imaging Network a Questex Media Company Co) and is subject to change on location, date and venue. Agreement is in full force once signed by the Exhibiting company representative.

**Exhibiting Company Representative (Print name):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature: X** \_\_\_\_\_ **Date:** \_\_\_\_\_

ITEX Representative: \_\_\_\_\_ ITEX Show Director: \_\_\_\_\_

Imaging Network a Questex Media Company • 4061 SW 47<sup>th</sup> Ave. - Ft. Lauderdale, FL 33314 – Tel: 800-989-6077 Fax: 954-581-0815  
Remit Payment to: Questex Media Group, Inc. P.O.BOX 504166 • St. Louis, MO 63150-4166



TERMS OF AGREEMENT



1. ACCEPTANCE BY ORGANIZER: Exhibitor's participation in the Event is subject to Organizer's approval. Contract is valid once executed by the Exhibitor. Organizer may withdraw its acceptance at any time by refunding the Total Space Fee paid, if Organizer determines that Exhibitor or its product/service is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event and or event dates, hours, venue and location, of which may be modified and informed to the Exhibitor in writing.

2. ASSIGNMENTS AND USER OF SPACE A. Benefits and Licensee Grant. Organizer will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The total Space Fee includes use of the Space and any other benefits as specified in page one of this agreement. Exhibitor grants to Organizer the right to use Exhibitor's name and logo in connection with the promotion and production of the Event. B. Space Assignment. Use, Installation, Occupancy, Dismantling & Own Risk. Organizer may reassign the Space or alter Event layout/ venue at anytime. The Space is for Exhibitor's use only, and Exhibitor may not assign/ sublease any portion of the Space (including to an affiliated company) without Organizer's approval. The Exhibit must be safely constructed using sound engineering practices, and must be installed before, and occupied during, and dismantled after the Event in accordance with Organizer's schedule. Early move in may cost exhibitor up to \$6800.00, and must be requested from organizer. Exhibitor must fully occupy the Space and provide displays, equipment, and meeting Organizer's standards. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. At the Event, Exhibitor may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior consent. Exhibitor shall have sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Exhibitor's Space shall be deemed the invitees or licensees of Exhibitor and not of Organizer. C. Third Party Contractors. Organizer requires from Exhibitor a liability insurance from a vendor they choose to use that is not an official ITEX vendor. Any outside vendors (entertainment, booth promotion personal or event) must be pre-approved by show management and venue. Exhibitor must submit a third-party vendor's form to Organizer, venue and show decorator D. Change of Dates. Exhibitor acknowledges and agrees that Organizer may change the dates and/or venue of the Event without the consent of Exhibitor, and that this Agreement shall remain in full force and effect as to such changed dates and/or venue. E. Other Events and Marketing. Exhibitor agrees that it may not use any Organizer event to leverage any other event in which Exhibitor is a sponsor or participant, and therefore agrees that it shall not, during the period from two days before until two days after (I) the Event or (ii) any other conference or exposition event produced by Organizer from three months prior until one year following the Event, conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities within (50) miles of any such event: other than (I) Exhibitor's participation in the Event under this Agreement, or (ii) functions approved in writing by Organizer. During the Event, Exhibitor shall not promote its products or organization within 500 yards of any Event locations, except (I) in advertising contained in periodicals or similar regularly published media, or (ii) as permitted by this Agreement or by Organizer in writing. Organizer reserves the right to remove Exhibitor, its products and any of its employees, agents or representatives that Organizer determines to be objectionable, Exhibitor shall not display or offer products, literature or presentations containing nudity, sexually explicit and/or offensive materials.

3. COMPLIANCE WITH LAWS, RULES & TAXES: Exhibitor shall comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Americans With Disabilities Act or its local equivalent, and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event. Exhibitor shall be solely responsible for obtaining any distribution rights, copyright material license, assignment, or other legally effective permission and/or licenses, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

4. CANCELLATION OR TERMINATION & RULES AND CONDITIONS: This contract is for exhibit space at the Las Vegas Convention Center, North Hall 1, site selected by ITEX producers (Imaging Network a Questex Media Company Co); location, date, and venue are subject to change. Exhibitor will be notified by email, letter or fax of any changes to venue, dates, and location changes. Agreement is in full force once signed by the exhibiting company. Agreement is cancelable by March 31st 2009; after this date exhibitor is 100% responsible for full payment; all payments to Organizer are deemed fully earned, non-refundable and non-transferable upon execution of this agreement. Booth space selected by exhibitor is non-transferable or sharable with other exhibitors. Organizer will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any cause beyond Organizer's control, such as act of war, or act of God, any local civil actions within the city venue, or any financial domestic situations that affects organizer able to produce the event. Organizer will however, in the event of its not being able to hold the Event for any such reason not specified in this agreement will reimburse Exhibitor on a pro-rata basis on any amount paid less any and all legitimate expenses organizer has incurred, such as rent, marketing, advertising, salaries, operating costs, etc. Exhibitor waives all claims it might have against Organizer for damages or expenses on cancellation causes stated on this agreement.

5. ORGANIZER MATERIALS, LIMITATION OF LIABILITY; INDEMNITY, RELEASE: A planning Manual (Exhibitor Kit) will be provided to Exhibitor 90 days prior to show dates. Exhibitor is responsible for obtaining the Manual from Organizer. Under no circumstances will Organizer, its affiliates, or the venue (the "Event Providers") be liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor from the Event show guide or other materials. None of the Event Providers shall be liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, war or act of terrorism, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or staging, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed. Exhibitor agrees to defend, indemnify and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (I) Exhibitor's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Exhibitor or its agents or Exhibitor's breach of any commitment made hereunder. Exhibitor shall maintain proper insurance coverage for its property and liability, and represents and warrants that it has obtained adequate insurance of at least \$1 million per occurrence, \$2 million aggregate and otherwise sufficient to cover its potential liability hereunder. This coverage must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name the Event Providers (ITEX SHOW and Freeman) as additional insured and fax to 954-581-0815 30 days prior to show. Exhibitor acknowledges that the Event may be recorded, or photographed and authorizes Organizer market or distribute in any form or purpose the Event. Exhibitor hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

6. ACCOUNT STATUS, AND MISCELLANEOUS: Exhibitor entire Imaging Network/ QuestexMedia account must be current before they will be able to display at ITEX. Imaging Network a Questex Media Company (ITEX show producer) reserves the right to deny exhibitor setup, should exhibitor have any outstanding invoices due to Imaging Network a Questex Media Company. Exhibitor shall observe and abide by the foregoing terms and conditions set by the Organizer, including those set in the Exhibitor Manual. This contract represents the entire agreement between exhibitor and Organizer. Any amendment to this contract must be done in writing signed by the party against whom such amendment is sought to be enforced; provided, 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. If any terms of this contract are declared invalid or unenforceable, the remainder of the contract shall continue in full force and effect, and Exhibitor is liable for full payment of floor space initially required. This Agreement cannot be assigned, in whole or in part, without the written approval of Organizer. Organizer may assign this Agreement without the prior written consent of Exhibitor, and any such assignee shall become "Organizer" for all purposes hereunder and shall acquire all of rights and obligations of Organizer hereunder. Any action arising out of this Agreement shall be brought in Broward County, Florida and governed in all respects by the laws of that locale, exclusive of the choice of law rules of any jurisdiction. Organizer shall be entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Send payment to: QUESTEX MEDIA GROUP, INC. P.O.BOX 504166 - ST.LOUIS, MO 63150-4166

ACKNOWLEDGMENT SIGNATURE

I have read and agree to abide to these TERMS OF AGREEMENT and I am aware that any cancellation of this agreement can be done 5 days from signing agreement.

Signed By (Full Name and title): \_\_\_\_\_

Date: \_\_\_\_\_