

NABE 2010 EXHIBIT HALL RULES AND REGULATIONS

1. LOCATION: Exhibits and Job Fair will be located in the Exhibit Hall of the Denver Convention Center. NABE reserves the right to set up an overflow Exhibit/Job Fair area should the requests for space exceed the number of booths available.

2. SPACE ASSIGNMENTS: Space will be assigned with first consideration for level of participation. Thereafter, booths will be assigned on a first-come, first-served basis. NABE reserves the right to select and assign space as well as rearrange the floor plan and reassign exhibitors at its sole discretion. If a company does not wish to be located next to another company, it must submit a written request along with the contract. A copy of the floor plan for the Exhibit Hall will be sent with the booth contract confirmation letter.

3. EXHIBITOR EQUIPMENT AND SERVICES: After receipt and processing of a signed contract, a service and information kit will be sent to each exhibitor by NABE'S DECORATOR, the official decorator for NABE 2010. NABE's Decorator will furnish, erect, and dismantle, without any charge to exhibitors, standard booths consisting of a 10'x10' booth, draped in the show colors; 3' high side dividers; an 8' draped table; two chairs; and a standard 7"x44" identification sign. NABE'S DECORATOR will furnish all forms necessary to order additional accessories, equipment, or services. All rules and regulations in the exhibitor's service and information kit furnished by NABE'S DECORATOR and those of the Denver Convention Center are made part of this contract as though fully incorporated herein and the exhibitor agrees to be fully bound by them.

Exhibitors wishing to utilize non-official contractors must inform NABE'S DECORATOR in writing of such contractor's name at least 30 days prior to the opening date of the exhibit. Non-official contractors must abide by all rules of the exhibition as set forth in this contract.

4. EXHIBIT SET-UP AND DISMANTLEMENT: Setup may begin at 1:00 P.M. (11:00 A.M. for Sponsors) on Tuesday, February 2, 2010, and must be complete by 5:00 P.M. that same day. Exhibitors may dismantle booths beginning at 5:30 P.M. on Friday, February 5, 2010 and must be completed by 11:30 P.M. that same day.

It is the duty and responsibility of each exhibitor to arrange for the set-up and dismantlement of their own exhibits. Exhibitors shall be solely responsible for all move-in and move-out costs and any other related expenses.

Exhibits not set up or dismantled on time will be set up or dismantled by NABE and expenses incurred will be charged to the exhibitor. Exhibitors are responsible for making their own arrangements with NABE'S DECORATOR for drayage services. All storage arrangements must be made through U.S. Expo.

NO EXHIBITOR WILL BE ALLOWED TO DISMANTLE OR REMOVE ANY PART OF ANY EXHIBIT PRIOR TO THE FINAL CLOSING OF THE EXHIBIT HALL. Exhibitors must refrain from packing or dismantling exhibits before closing time. Please arrange your travel accordingly. Exhibitor agrees that should NABE determine that any part of the exhibit was dismantled prior to 6:00 P.M. on Friday, February 05, 2010, without prior approval, exhibitor will pay a 25% (of contract value) early dismantlement penalty. Those requesting approval in advance acknowledge that their exhibit space(s) will be located at the back of the hall.

5. USE OF SPACE: The exhibitor's display and marketing activities must be completely contained within the specified boundaries of the booth space (including cases where balloons are used retrieval costs will be

passed on to exhibitors). Marketing activities of any kind including hotel door drops, display of products, advertising signs, and distribution of literature or novelties are not permitted in any other area outside the exhibit hall without prior written consent from NABE. Exhibitors operating noise-making devices such as radios, loudspeakers, or televisions shall do so only at a level which shall not interfere with the comfort and convenience of other exhibitors or visitors at the exhibition. This also applies to live performances. NABE reserves the right to restrict such noisemaking at its discretion.

No exhibitor may assign, sublet, or share the exhibit space, or distribute literature for products or services not manufactured, published or distributed by the exhibitor without the express written consent of NABE. Non-Exhibiting organizations or individuals may not solicit in the exhibit hall or in any area of the Denver Convention Center or conference hotels.

6. REJECTION/RESTRICTION OF EXHIBIT: NABE reserves the right to reject or restrict any exhibit which it finds inappropriate; reject or restrict any of its products or services of an exhibitor if the goals of the organization are inconsistent with those of NABE; cancel the contract of any exhibitor in the event of a violation of exhibit regulations; control the aisles in the exhibit area; and assign, or reassign, the booth spaces of exhibitors. NABE, its officers, directors, agents and members shall not be liable for any loss or damage resulting from any such rejection or disapproval.

7. EXHIBITOR REGISTRATION: All representatives who will be staffing booths MUST be registered for the Conference. Companies will be provided up to two complimentary full conference registrations and two Badge-Only registrations per booth. Additional exhibitor staff not wishing to attend any conference-functions must pre-register and pay as Badge-Only registrations. Additional exhibitor staff wishing to attend non-ticketed conference sessions must register and pay for the conference at the regular conference rate. Ticketed events are available for separate purchase through pre-registration only.

8. SECURITY: Security will be provided by NABE during official hall closed hours. NABE will take reasonable precautions to protect exhibitor property, but NABE does not guarantee the safety of property. Exhibitors must take precautionary measures of their own, such as removing personal property during and after exhibit hours, and obtaining insurance to cover losses. The exhibitor understands that neither NABE nor the Denver Convention Center maintain insurance covering the exhibitor, its property, or its agents, and it is the sole responsibility of the exhibitor to obtain liability, business interruption, property damage, and other insurance covering such losses or liability by the exhibitor. Special security arrangements for individual booths may be made by the exhibitor at their own cost. NABE makes no representations as to the condition of the exhibit space or the exhibit facility as to safety. The exhibitor agrees to hold harmless the Denver Convention Center, NABE, and NABE'S DECORATOR from any and all bodily injuries or other damages to or losses suffered by the exhibitor (including theft or mysterious disappearance) to any and all equipment and materials owned or leased by the exhibitor. Exhibitor agrees to safeguard their own materials or goods from the time they are placed in the exhibit space until they are removed.

9. LIABILITY: The exhibitor shall be solely responsible to third parties, including invitees and the

public, for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the exhibitor's participation in the exhibition. The exhibitor hereby agrees to indemnify and defend NABE, NABE'S DECORATOR, and the Denver Convention Center and their respective employees, consultants, and agents against any and all actions, suits, proceedings, damages, losses, costs and expenses asserted, brought or claimed by third parties, arising out of exhibitor's participation in the exhibition and use of the premises. NABE shall not be financially obligated or otherwise committed in any way in the event the Conference is canceled or deferred on account of acts of God, war, acts of terrorism, government regulations, disaster, fire, strikes, civil disorder, curtailment of transportation facilities preventing or unreasonably delaying association attendees and guests from appearing at NABE 2010, or other similar cause or circumstance beyond the control of NABE making it impractical, illegal, or impossible to hold the event or perform the services.

10. UNCLAIMED SPACE: Any space unclaimed by 9:00 P.M. on Wednesday, February 3, 2010 may be reassigned without refund of rental paid. The exhibitor waives notice of such reassignment. An exhibitor that fails to occupy the exhibit space agrees to reimburse NABE for any other losses arising from such failure to occupy. NABE will not be liable to the exhibitor for any incurred expenses.

11. REPAIR OF DAMAGES: The cost of repairing any damage by the exhibitor, its employees, representatives, or agents to the Denver Convention Center will be billed to and paid by the exhibitor.

12. MUSIC LICENSING: The exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation, by reason of any music, either live or recorded, or other entertainment or any kind or nature played, staged, or produced by the exhibitor, his agents or employees within the premises by this exhibit contract including but not limited to royalties or licensing fees due to BMI or ASCAP. The exhibitor agrees to hold NABE harmless against any and all such claims or charges.

13. SALES ON EXHIBIT FLOOR: Cash or credit sales are permitted. Licenses, sales taxes, payment of sales tax, and other legal business requirements are the responsibility of the exhibitor.

14. CANCELLATIONS: Inability by an exhibitor to attend the show are not grounds for a refund by show management. Absolutely no refunds, partial or otherwise, will be made after January 05, 2010. Cancellation requests must be submitted to NABE in writing before January 05, 2010. Requests received in writing by January 05, 2010 will be subject to a 25% (of contract value) processing fee. Refund requests will be processed after the show.

16. CONTRACT ENFORCEMENT: Enforcement of this contract shall be governed by the laws of the District of Columbia and be subject to the jurisdiction of courts of the District of Columbia.

17. QUESTIONS: Housing and Registration questions regarding NABE 2010 should be directed to Denver Housing Bureau, at 1-303-892-1112 *601, M-F, 9:00 AM - 4:45 PM. (MTN) e-mail: housing@visitdenver.com (provide convention name)