

TERMS & CONDITIONS

1. This Agreement, when properly executed by Exhibitor and upon acceptance by BXI shall constitute a valid and binding license agreement. BXI reserves the right to accept or refuse any application for participation in the show. BXI reserves the right to adopt further regulations as necessary for the success of the show.

2. Any changes in the terms and conditions mentioned in the Exhibitor Service Manual by BXI, shall be provided to the Exhibitor prior to the event and will constitute to be a part of this contract. The Exhibitor is responsible for reviewing the Exhibitor Service Manual carefully and familiarizing oneself with the terms and conditions mentioned therein.

3. The Exhibitor may distribute printed collateral, samples, etc and may perform music and display artwork only within the Exhibitors own booth. This is on the basis that all distributed, performed or displayed material ("Exhibitor material") shall be subject to the approval of BXI, in its sole discretion. In addition, Exhibitor shall be responsible for obtaining any permissions required to distribute perform or display any Exhibitor Material that is protected by copyright, trademark, publicity or misappropriation laws, or any other intellectual property or other laws and warrants to BXI that it has obtained all necessary licenses and permissions

4. The Exhibitor Contact named on the reverse side is authorized to make all decisions regarding the exhibition.

5. Exhibitors are required to remain until 5pm during all days of the event and should continue to display and sell merchandise or hereby agree to pay a \$500.00 penalty.

6. All the attendees hereby give BXI or its designees the permission to use their voice, images or likeness as it appears in any photographic or audio recording in any manner, in all media, in perpetuity.

7. BXI reserves the right and has sole discretion to assign and/or change Exhibitor's booth exhibit space after the acceptance of this agreement, if it is deemed to be in the best interest of the show. In the event BXI elects to exercise its right to change Exhibitors exhibit space, Exhibitor will be notified of it's newly assigned space. BXI will make all efforts possible to ensure that any reassignment will be to an exhibit space that is of the same size as Exhibitor's original space. If Exhibitor receives a smaller booth, he will be reimbursed on a pro-rata basis.

8. Movement of any exhibit in and out of the hall must be under the supervision of the Show contractors only with their official clearance. Exhibitors must make their own transportation arrangements to and from the show venue. Times for setting up exhibits are as described in the Exhibitor Service Manual. The Exhibitor must remove all their exhibits after the end of the show by the time set in the Exhibitor Service Manual. The booth must be delivered back to BXI in the same condition that it was received in. Exhibitor will pay the cost of repairing any damage to the hall or booth caused by Exhibitor and/or their contractors. Any property remaining after the day designated by BXI may be held or disposed of by BXI at the Exhibitor's expense. No property may be removed from the show before it ends.

9. All rules and regulations of all applicable sponsorship agreements and related materials are hereby included into this Agreement.

10a. Exhibitor shall indemnify, defend and hold harmless BXI, and their employees, representatives and agents of each from claims, liabilities, costs and charges (including attorneys' fees and costs) for injury, loss or damage to property or persons (including death) arising out of Exhibitor's activities in connection with the Event, or any breach of representation, warranty or covenant in this contract.

b. BXI, and their employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorneys' fees and costs) arising out of any injury, loss or damage to the person or property of Exhibitor, its employees, representatives or agents, except to the extent arising out of the sole negligence of BXI.

c. Pursuant to this contract, the Exhibitor shall provide and maintain in effect workers' compensation and employee liability (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of BXI in such amounts acceptable to BXI. This and evidence of such insurance shall be provided to BXI promptly upon its request.

11. Exhibitor agrees to pay all sales tax or other taxes, fees and assessments required by any applicable federal, state or local law in connection with the Exhibitors participation in the event. The Exhibitor shall also hereby indemnify, defend and hold BXI harmless for any taxes (including fees and penalty if any) that could be required to be paid by BXI in connection with Exhibitors activities pursuant to this contract. The Exhibitors hereby agrees to provide BXI with all requested documentation to evidence Exhibitors compliance with tax laws and rules.

12. If for any reason the event is cancelled or rescheduled, the Exhibitor's sole remedy shall be the recovery of the fees paid pursuant to this contract (which would be reimbursed on a pro-rata basis if only a portion of the event is cancelled).

13. The Exhibitor agrees that under no circumstances shall BXI be liable for consequential, indirect or punitive damages of any kind in connection with its activities or omissions under this contract regardless of whether such damages were foreseeable.

14. PAYMENT AND TERMS: A non-refundable and non-transferable payment of the exhibit fee is required along with this document to BXI to reserve the exhibit space. If other payment requirements are needed, please speak with your account manager. Cancellation policy is as follows: If a written cancellation is received 60 days or more from the date of the event, Exhibitor is liable for 50% of the contracted amount. After 60 days, Exhibitor is liable for 100%. Exhibitor shall not be permitted to occupy a booth space until the booth is paid for in full. NO MORE THAN 2 COMPANIES ARE PERMITTED IN EACH 10' x 10' BOOTH AREA.

15. Failure to adhere to any deadline set forth in this contract may result in forfeiture of related benefits.

16. The Exhibitors agrees not to assign this contract or trade, sell, share or otherwise transfer the advertising or exhibiting rights.

17. Waiver of any term of this contract or failure of BXI to terminate this contract on account of any breach by Exhibitor shall not be deemed a waiver of BXI 's rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach by Exhibitor.

18. This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by all parties.

19. BXI may alter these terms from time to time in the best interest of the show. Exhibitor agrees to accept written notice of the same and to consider them as part of this Agreement.

20. This agreement shall be governed in all respects by the laws of the State of California. Any suit relating to this agreement shall be instituted in the county of Orange.

I have read the above Agreement and agree to abide by it. _____

(Signature)