

EXHIBIT SPACE RENTAL AGREEMENT

SEPTEMBER 20-21, 2008

Please type or print in blue or black ink. Complete all sections. Applications received without an authorized signature and/or correct payment will not be processed. All booth space must be paid in full by June 30, 2008.

Compa	any Name								
Address									
State/Province ZIP/Postal Code				Country					
Teleph	one ()		Fax ()				
Websit	e Address		E-mail Address						
2. C	CONTACT & MAILING IN	FORMATION							
Primar	y Contact Person's Name			Т	itle				
	E-mail		Direct Ph	one ()			Ext.	
	(If different from above) Address		City				State	ZIP	
Market	ing VP/Director (if different from above)			Т	itle				
	E-mail		Direct Ph	one ()			Ext.	
	(If different from above) Address		City				State	ZIP	
3. D	ESCRIBE THE SPACE	YOU WISH T							
PLEA	ASE CHECK ONE:								ft.
	LINEAR EXHIBIT 10' X			naaa)					\longleftrightarrow
	(Note that two or more linear 10'x10 PENINSULA EXHIBIT		•	space.)					
	ISLAND EXHIBIT' X						ft.	T IS	SLAND
			,						
SPEC	CIAL REQUESTS:						ft.		
	CORNER(S): # of corners:○ 1 (Lin	. ,	. ,	ands - \$1,000	0)		\leftrightarrow		
	(Note additional premium cost in Se	•	Calculation)			ft. ↑	PENINSULA		
	LINEAR PERIMETER EXHIBIT (lim DOUBLE DECKER BOOTH (Note: 1	• •	Marchall have etrict requir	omonte for		IL. ↓	PEININSULA		
Ц	double decker booths. Reference R		•						
	information.)								
If you a	are requesting a linear booth, which is	most important?	☐ Booth Location		Corner	☐ Peri	meter		
Locate	our exhibit NEAR the following compa	anies:							
Locate	our exhibit AWAY FROM the following	g companies:							
Your b	ooth location selections in order of pre	ference: #1	#2	#3					
4 5	DARLICTA ANDIAD OF								
4. F	PRODUCTS AND/OR SE	RVICES TO E	SE EXHIBITED						
List all	types of products or services you will e	exhibit at the show:							
									_

IMPORTANT:

- All products and services on display must have a direct connection to the new media industry. This is a trade show. Show management reserves the right to restrict products/services that it deems, in its sole discretion, are not appropriate for the show or in the best interest of the show.
- If you decide to exhibit additional products other than those listed above, you must notify Show Management prior to the beginning of show set-up for advance written approval. Show management reserves the right to prohibit displays of products/services that are not approved in advance.

PAGE 2	

BALANCE: \$

DATE:

EXHIBITING COMPANY NAME:	
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EXHIBITING	COMPANY N	IAME:							PAGE 2		
5. SPACE F	RENTAL PAY	MENT & DE	POSI	T							
COST PER SQUARE FOOT: (1 sq. ft. = .093 m ²) • \$26.00 (U.S. DOLLARS) PREMIUM COST: (\$250.00 PER CORNER) • Linear = \$250.00 • Peninsula = \$500.00					PAYMENT CALCULATION						
				SQUARE FEET X \$26.00				\$			
				CORNER P	\$						
 Island = \$1,000.00 PAYMENT SCHEDULE: Amount due with contract if received by February 29, 2008 35% of total cost (35% due by Feb 29, 2008 and 30% balance due by June 30, 2008.) 											
					TOTAL SPACE COST: \$						
					DEPOSIT CALCULATION.						
Amount due wit (30% balance december 1)	th contract if received due by June 30, 2008	d after February 29 3)	9, 2008	70% of total cost	DATE OF S	SUBMISS					
	th contract if received		80	100% of total cost	BY FEB		\$				
PAYMENT DE					BETWE	EN MAR	IE 30 @ 70%	\$			
	S: All cancellation r retain all moneys du				• AETED	II INE 20	VMENT DECLUDED	\$			
of this agreement.	•	-			AFTER JUNE 30 – FULL PAY						
							то	TAL ENCLOSED:	\$		
DAYMENT.											
PAYMENT:				CREDIT CARD IN				0.1404			
CHECK ENCL		, payable to BlogWorld	,	O AMEX	O MA	ASTERCA	ARD	O VISA			
(All payments: U.S. funds only, drawn on U.S. bank, payable to BlogWorld,)				Card Number							
☐ CREDIT CAR	D (include details to	the right $ ightarrow$)		Expiration Date							
O Charge card	rge card automatically when balance becomes due.										
 Charge this 	s payment only.										
				Authorized Signatu	ature						
We, the unders agree to abide I by reference are adopted by company upon	by the "General of fully incorporal Show Managem acceptance in with the made in writers.	r apply to reser Rules & Regula ted herein; as nent. We underriting by a duly	ations" are the erstand y appoi	and "Exhibit Dis e "Exhibitor Serv I that this agree nted representa	play Regulice Manual ment shall tive of Bloo	lations" I" and s I be leg gWorld.	which ar uch addi ally bind We und	20-21, 2008). We e made a part of to the tional rules and reing between Blog's erstand that any colliconstitute a bind	his agreemen gulations shal World and ou hanges to this		
Authorized Sigr	nature 🗙							Date	<i></i>		
Please return Exhibit Space Rental Agreement and all			ll payments to:	ents to: BlogWorld 1804 Garnet Ave. #518 San Diego, CA 92109 USA.			SA.				
	ttom copy for your re en processed and ap		other cop	ies to BlogWorld. Yo	ou will receive	a signed	l copy back	with your booth space	assignment onc		
	EXHIBITORS:	PLEASE DO	NOT V	VRITE IN THIS	SPACE - F	OR BL	OGWOR	LD USE ONLY			
EXHIBIT SPACE	ASSIGNMENT:						SDACE /	ASSIGNED BY:			
No.:	Size:	d x	_w /	sq.ft.	ΙΡΙ	LN PL					
	Sizo:						DATE AS	SIGNED:			

DATE CC CHARGED:

TOTAL SPACE COST: \$

DATE:

TOTAL SQ.FT. RECEIVED: \$

CHECK#:

ACCEPTED BY AUTHORIZED BLOGWORLD REPRESENTATIVE:

BLOGWORD • EXHIBITOR RULES & REGULATIONS

September 20-21, 2008 • Las Vegas Convention Center - Upper South Hall

- 1. SHOW OBJECTIVE: BlogWorld & New Media Expo is a trade show, conference and networking forum. The event's mission is to advance and promote the dynamic industries of blogging and new media as main stream news sources and highly effective, targeted advertising mediums. BlogWorld & New Media Expo will accomplish this by providing the industry with a market place for commerce and ideas and by remaining at the forefront of technology and trends within the blogging and new media industries
- 2. **DEFINITIONS:** BlogWorld, hereinafter referred to as "Show Management", owns and manages the event called BlogWorld & New Media Expo, hereinafter referred to as the "Show". The company name listed on the Exhibit Space Rental Agreement (ESRA), hereinafter referred to as the "Application", shall be considered the "Exhibitor" or "Exhibiting Company". The exhibit halls, meeting rooms, lobbies, parking lots, air space and grounds of the Las Vega Convention Center are hereinafter referred to as the "Exhibit Areas". The Exhibit Space Rental Agreement, these Exhibitor Rules & Regulations, the Exhibit Display Regulations and the Exhibitor Services Manual are hereinafter referred to as the "Agreement" and constitute the agreement between Show Management and the Exhibitor. A duly authorized representative of the Exhibitor and Show Management must both sign the Application before it becomes a binding Agreement.
- 3. LOCATION AND DATES: The site of the Show is the Las Vegas Convention Center, Hall S3 (Upper South Hall), located at 3150 Paradise Road, Las Vegas, Nevada 89109, that is operated by the Las Vegas Convention & Visitors Authority. The Las Vegas Convention & Visitors Authority and the Las Vegas Convention Center hereinafter shall be referred to as the 'Facility'. The dates and hours are:

MOVE-IN-

- tay, September 19: 8:00AM 5:00PM
 All displays must be completely set by 5:00PM. All crates and cartons will be removed from the show floor at this time. Shoth set-up is not permitted on Saturday. If an exhibitor anticipates a problem in meeting the Friday at 5:00PM deadline, Show Management must be notified by the Exhibitor in advance so that alternative arrangements may be made.

 Early set-up passes (Thursday afternoon only) will be granted to exhibitors with complex booth sets. Advance approval must be received a month prior to the show through the general service contractor.

EXHIBIT DAYS:

EXHIBIT DAYS:
Saturday, September 20, 2008: 10:00AM - 5:00PM
Sunday, September 21, 2008: 10:00AM - 3:00PM
Exhibitors may enter the Show two hours prior to Show opening on Show days and must exhibit floor within 30 minutes of show close.

MOVE-OUT:

Sunday, September 21, 2008: 4:01PM - 8:00PM
Displays must be completely packed and ready for shipment by 8:00PM Sunday.
Monday, September 22, 2008: 8:00AM - 12:00PM (BY PRE-ARRANGED APPOINTMENT ONLY)
Displays must be completely packed and ready for shipment by 12:00PM on Monday.

- 4. ACCESS: The Show is only open to members of the blogging and new media trade. All participants will be qualified during the registration/application process for direct or future involvement with the new media industries.
- S. APROVAL: Applications for rental of exhibit space shall be subject to the approval of Show Management, and Show Management reserves the right to reject applications for space with or without cause if in the best interest of the Show. Exhibitors will be approved based on their products/services' direct relation to the blogging and new media industries. Show Management reserves the sole right to determine this relationship with regards to show participation. Unrelated products/services may not be exhibited at the Show. Upon acceptance of the Exhibit Space Rental Agreement by Show Management in writing, it shall be a legally binding agreement between the Exhibits and Show Management. Only the company name listed on the Application is considered an official exhibitor. Subletting or booth sharing is strictly prohibited. Only the company name listed on the application may be used on badges and official show documents/materials.

6. FEES: Fees for Exhibit Space Rental are as follows:

- \$26.00 (U.S. Dollars) per square foot (1 sq. ft. = .093 m²)

 A premium charge of \$250.00 (U.S. Dollars) per corner
 (linear = \$250 additional, peninsula = \$500 additional, island = \$1,000 additional)

7. PAYMENT: Payment of the exhibition fees is required as follows:

- A How, Payments may be made by credit card, bank wire transfer or check (in U.S. funds drawn on a U.S. bank only). Checks must be made payable to BlogWorld and mailed to: 1804 Garnet Avenue #518, San Diego, CA 92109 USA. Contact Show Management for wire transfer details.
- B. When. Based on the date that the Application is received by Show Management, the following deposit/payment schedule
- If received by February 29, 2008, a 35% deposit is due with the application, followed by a second 35% payment on March 1, 2008 and the remaining 30% balance due by June 30, 2008.
- If received after February 29, 2008, a 70% deposit is due with the application, followed by the remaining 30% balance due by June 30, 2008.
- If received after June 30, 2008, 100% of total space cost must accompany application
- If received after Suptember 1, 2008, 100% of total space cost must accompany application.
 If received after September 1, 2008, 100% payment must be sent via bank wire transfer.
 C. Eull Payment. All space rental and other fees associated with exhibiting, including but not limited to advertising and sponsorships, must be paid in full prior to the start of move-in. Under no circumstances will the Exhibitor be permitted to participate in the Show and/or occupy its exhibit space in full payment has not been received. Payments submitted in accordance with the Application may be applied, first, to any outstanding balances from previous BlogWorld events and/or other past due balances owed to Show Management. Applications may not be accepted and exhibit space may not be assigned to any company whose prior BlogWorld/Show Management financial obligations have not been met. Any and all payments and the specific payments may be accepted as being accepted.
- assigned to any company writes prior biogworlocknow management infancial obligations have not been mer. Any and an payments marked as being payment in full or as being settlement of any dispute may be accepted by Show Management without forfeiting its rights under this agreement and/or the law. D. <u>Cancellations and Refunds</u>. Cancellation of all or a portion of any exhibit space must be made in writing. All Exhibitor Cancellations must be received by Show Management in writing. If written notice of cancellation is received by Show Management by February 29, 2008, Exhibitor shall pay a cancellation fee equal to 35% of the total Exhibit Space Rental fee. Management by February 29, 2008, Exhibitor shall pay a cancellation fee equal to 35% of the total Exhibit Space Rental fee. If written notice of cancellation is received by Show Management on or after March 1, 2008, but before June 30, 2008 Exhibitor shall pay a cancellation fee equal to 70% of the total Exhibit Space Rental Fee. If written notice of cancellation is received by Show Management on or after February June 30, 2008, Exhibitor shall pay a cancellation fee equal to 100% of the total Exhibit Space Rental Fee. Any deposits made by Exhibitor will be applied to any cancellation fees due. E. <u>Downsizing</u>. Exhibitor must provide written request to downsize. The request shall only become effective when approved in writing by Show Management. The cancellation schedule described in section 7d shall apply to all exhibit space released. Reduction of booth space may result in the relocation of the exhibit. Exhibitors canceling a portion of the contracted space cannot apply deposits for the canceled portion to the remaining contracted space. Show Management shall not be liable for interest on any amount refunded.

 F. <u>Liquidated Damages</u>: Both Exhibitor and Show Management acknowledge that BlogWorld will sustain substantial losses in e-let and provide the canceled, defaulted, or unused space and its service to others, Show Management and Exhibitor agree that BlogWorld will nevertheless incur substantial losses that can not be previously determined. Due to the difficulty of determining and detailing said losses Exhibitor agrees to pay the following as liquidated damages and not as a penalty). If
- determining and detailing said losses Exhibitor agrees to pay the following as liquidated damages (and not as a penalty). If Exhibitor cancels, downsizes or defaults its participation, All cancellation, downsizing, default fees and the retention of Exhibitor payments pursuant to this agreement are acknowledged by Exhibitor to be fully earned not constitute liquidated damages (and not a penalty) due in consideration for expenses incurred by BlogWorld and in consideration for BlogWorld having reserved space and provided services to Exhibitor until the date of cancellation, downsizing or default, thereby losing or deferring the opportunity to provide exhibit space and its service to others.
- Or Interest and Collection Fees. There will be a \$25 (U.S.) charge for all returned checks. Any exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 25% of the remaining balance due) Show Management incurs to recover the debt. If the above interest amount, attorney's fees and/or collection fees, and return check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to Show Management by the Exhibitor.
- 8. ELIGIBILITY: Show Management reserves the right to determine eligibility of Exhibitor for inclusion in the Show prior to, or after, execution of the agreement.

or atter, execution of the agreement.

A. <u>Criteria</u>. Exhibitor must be the manufacturer, importer or exclusive U.S. distributor of products or services.

B. <u>Products Displayed</u>. Products displayed must be blogging and/or new media related products or services. Exhibitor agrees to advertise or display only such products that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws or regulations. No other products can be displayed. Exhibitor shall not have in its booth any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright or patent of another company, as has been determined by a court of competent jurisdiction. Such determinations by a court of patent of another company, as has been determined by a court of competent jurisdiction. Such determinations by a court of competent jurisdiction must be displayed in the Show. The description must be sufficiently specific to allow Show Management to identify such products or materials without difficulty. Further, the court order must state that such products may not be displayed in the Show. General orders will not be enforced. Show Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these Exhibitor Regulations or do not meet the show objectives.

9. EXHIBIT SPACE ASSIGNMENT:
A. Intent. Whenever possible, space location requested by the Exhibitor A Intent. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the Exhibitor, however, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. Show Management reserves the right to make the final determination of all space assignments in the best interests of the Show. Exhibitor acknowledges that he/she is not applying for a specific booth(s), but rather for the right to participate as an Exhibitor at BlogWorld.

B. Method. The method of determining space assignment shall be established by Show Management and may be

- changed from time to time without notice to exhibitors in order to accommodate what Show Management perceives
- as the best interest of the Show. No rights or privileges are created for any Exhibitor as a result of previous space assignments or years of participation in the Show.

 C. Floor Plan. Space assignments shall be as indicated on the Exhibit Space Rental Agreement. Show Management reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of the Show. The floor plan maintained by Show Management shall be the official floor plan. Changes may occur at any time to accommodate show needs
- D. Wait List. In order to be placed on a wait list for an improved booth location, exhibitor must submit a request in
- D. <u>Wait List</u>. In order to be placed on a wait list for an improved booth location, exhibitor must submit a request in writing to Show Management.

 E. <u>Subletting Space</u>. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said exhibit space without the prior written consent of Show Management. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Facility.

 F. <u>Assignment/Transfer</u>. This agreement is non-assignable by Exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor except with the express written consent of Show Management. In the event of such an assignment assignment to Show Management.
- Management. In the event of such an assignment, assignor must provide written notification to Show Management.

- 10. ADMISSION REGULATIONS:
 A Badges, Admission to the Show is by official Show registration badge. Badges must be worn at all times, including move-in and move-out. Badges are the property of Show Management and are non-transferable. Exhibitor is responsible for ensuring badges are provided only to the company's personnel. Exhibitor badges may not be ordered for or transferred to buyers or non-employees. Doing so may result in a \$500 fine. Exhibitor waives any right to claim for damages against Show Management or the Facility for the ejection of any person or persons from the Facility by the Facility or Show Management, such person or persons have or likely will create a danger to public health and/or safety or behave in a behaviorable represe. an objectionable manner.
- an objectionable manner.

 B. <u>Children</u>. No child or infant under 18 years of age will be permitted into any show activity, regardless of affiliation or circumstances. No one under the age of 21 years of age will be admitted to the Opening Night Reception. These rules apply to exhibitors as well as attendees.

 C. <u>Animals or pets</u>. No animal, bird, reptile, fish or live pet will be permitted into any part of the Show, with the exception of a certified guide/work animal to assist a person with disabilities.

- 11. MOVE-IN:

 A Freight Target Times & Last-in/First-out Booths. Exhibitors are assigned a Freight Target Time for the on-time. A <u>Freight Target Times & Last-in/First-out booms</u>. Exhibitors are assigned a rreight larget time to use oriented arrival of freight and to facilitate the smooth move in of the show. Exhibitors must meet this time in order to avoid a freight-handling surcharge. Exhibitors who want to set up their display prior to their Freight Target Time must submit a request in writing to Show Management at least 30 days prior to the start of move in. Exhibitors located in "last-in/first-out" booths may not set-up prior to their targeted time as it will negatively affect the move-in of the entire show. Similarly, Exhibitors in these locations must make arrangements to have their booth dismantled inmediately following the close of the show. Last-in/first-out booths that are not being dismantled in a timely basis, in the sole opinion of Show Management, will have additional labor assigned to them by the General Service Contractor at the Exhibition company's expense. Exhibiting company's expense
- Exhibiting company's expense.

 B. <u>Material Handling</u>. All material handling during move-in and move-out as well as the movement of empty crates and the operation of material handling equipment must be performed by the General Service Contractor, except as indicated below. The General Service Contractor has the responsibility of managing docks and scheduling vehicles for the smooth and efficient move-in and move-out of the Show. The General Service Contractor will not be responsible for any material it does not handle. Exhibitors may "hand carry" material provided they do not use material handling equipment, including rolling suitcases and bags. "Hand carry" exhibitors may not be permitted access to the loading dock or freight door areas. A "cart" service will be available. See the Exhibit Service Manual for details.
- for details.

 C. <u>Display Installation</u>. All displays must be in place and display material, cartons and refuse removed from the aisles by 5:00PM on the last move-in day. If Exhibitor will be performing any booth installation and/or dismantling, Exhibitor must secure a commercial general insurance policy in the amount of at least five hundred thousand dollars (\$500,000), which names the Facility and Show Management as additional insured's.

 D. <u>Late Installation</u>. If installation of any exhibit is not complete by 5:00PM on Friday, September 19, as determined in the sole and absolute discretion of Show Management, and no alternative arrangements for setup have been made by the Exhibitor in advance and approved by Show Management, then Show Management shall erect the exhibit and Exhibitor will be billed for and agrees to pay for all charges incurred. Show Management shall not be
- liable for damages that may occur during this exhibit move-in.

 E. <u>Space Abandonment</u>. Any space not claimed and occupied by 5:00PM on Friday, September 19, may be resold or reassigned by Show Management without obligation on the part of Show Management for any refund whatsoever.

12. MoVE-OUT:

A <u>Removal of Product or Equipment</u>. The removal of product and equipment prior to Show close must conform to the Merchandise Removal regulation located in the Exhibitor Services Manual.

B. <u>Early Move-out</u>. Exhibitor shall not initiate tear-down or abandon exhibit prior to the official Show closing time on the final Show day. Violation of this paragraph will cause Exhibitor to be subject to a \$500 fine and possible exclusion from exhibiting at future shows. Exhibitor agrees that premature teardown distracts from the overall merit

scalusion from exhibiting at future shows. Exhibitor agrees that premature teardown distracts from the overall merit of the Show, creates a damaging image for their company and the Show and may possibly put attendees at risk due to the dismantle of exhibit materials in a public forum.

C. Timely Dismantle. Exhibitor agrees to dismantle display as soon as practical after the end of the Show. Any exhibitor requiring dismantle time after Friday night, must request a Saturday morning move out appointment from Show Management at least 30 days prior to the show. All freight must be ready for shipment no later than 12:00PM of the day following the Show or the General Service Contractor will remove it at Exhibitor's expense. Show Management may retain Exhibitor's display materials until removal and related expenses are paid in full. Exhibitor further agrees to indemnify and hold Show Management harmless against any and all claims which may arise by virtue of damage to the premises caused by Exhibitor's display or costs paid by Show Management due to holding over by Exhibitor past its allotted time of occupancy.

D. Move-out Security. Exhibitor Personnel should remain in the contracted exhibit space until Exhibitor's display materials are secured and accepted by the freight carrier. Show Management and the General Service Contractor assume no responsibility for exhibit material left unattended in the exhibit hall during tear-down.

13. OPERATION AND CONDUCT:

13. OPERATION AND CONDUCT:

A <u>Display Rules</u>: Exhibitor agrees to abide by the Display Rules provided separately from this document. Failure to do so will result in the display being modified or removed by Show Management at the sole expense of the Exhibitor.

S. <u>Sound/Volume</u>: Show Management reserves the right to regulate and/or restrict exhibits to a reasonable noise level and to suitable methods of operation and display of materials. Show Management deems that 80 decibels is the maximum reasonable noise level. All speakers or noise projection devises must be placed in such a way that they are pointing directly into an Exhibitor's booth and not facing out into the asistence.

they are pointing directly into an Exhibitor's booth and not facing out into the aisles.

C. <u>Odors/Funes</u>: Harmful or noxious odors or fumes must be negligible and contained within the display.

D. <u>Improper Use</u>: Neither the exhibit area nor other areas of the Facility shall be used for any improper, immoral, illegal or objectionable purpose. If for any reason Show Management deems an exhibit and/or its contents objectionable, the exhibit shall be subject to removal at exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, or any item of poor character, which in the sole judgment of Show Management to the Show in the event such a restriction is enforced. Show Management shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees, except at its' sole discretion. Exhibitor liable for retund of exhibit space rental fees or exhibit equipment rental fees, except at its sole discretion. Exhibitor hereby expressly waives any right and all claims, actions or demands for damages, costs and expenses, including legal fees, against the Facility, Show Management, their directors, officers, agents, employees and/or servants for such restriction or removal. Exhibitor will not perform or permit to be performed anything in or upon any portion of the exhibit areas, or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the Facility or any part thereof, or in any way increase any rate of insurance upon the building insurance policy upon the Facility or any part thereof, or in any way increase any rate of insurance upon the building or any property kept there nor shall (without written consent of the President of the Facility) put up or operate any engine or motor or machinery on the premises, excepting normal equipment utilized to set up and dismantle exhibits, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes.

E. Carpeting or professional floor covering is required: All exhibit booth space shall be carpeted or utilize professional floor covering. No portion of the Facility flooring may be exposed or visible from the aisles. In professional flooring or carpeting is not in place by 5pm on the last day of set-up, Show Management will have the general service contractor carpet the exhibit space at the Exhibitor's sole expense.

F. Ratail Sales. Retail sales are not permitted at the show. Orders may be taken for future delivery only.

G. Prohibited Displays. No animals, reptiles, birds, rodents, fish or insects may be used as part of any exhibit. Helium balloons are not permitted within the exhibit areas. Absolutely no helium balloons shall be permitted of the variety of the properties of the variety of sevense.

- giveaway or sale. Cold air balloons are permitted with written permission of Show Management, but they must fully conform to all display and line of sight regulations.

 H. Exhibit Obstructions. Exhibitors are not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors.

- I. <u>Hazardous Materials</u>. Hazardous materials are prohibited unless approved in writing by Show Management. Exhibitor is responsible for the proper care, handling, security, removal and disposal of all hazardous materials entered upon Facility responsible for the proper care, inationing, security, territoval and disposal of an inazardous inaterials enteried upon reaching premises by Exhibitor as required by current Environmental Protection Agency or other applicable standards in effect at the time of occupancy. Upon request by Facility, Exhibitor shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the premises of the Facility will be paid by Exhibitor. All hazardous materials that are approved for use in the exhibit must be removed from the exhibit area during tear-down and cannot be abandoned in the exhibit areas. Any toxic waste must be removed from the exhibit areas during tear-down. Disposal of hazardous materials or toxic waste must comply with all City, State, and Federal
- Jaws.

 J. Exhibit Personnel. Booth representatives, attendants, models, actors in costume, food service personnel and other employees must confine their activities to the contracted exhibit space. They are not permitted in the aisles or public areas around the Facility. Exhibitor personnel and representatives may not enter the exhibit space of another Exhibitor without permission from that Exhibitor and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the Show and Exhibitor is subject to a fine and subsequent legal action. Exhibit personnel should wear appropriate apparel at all times. No excessively revealing attire will be permitted. Show Management reserves the right, in its sole discretion, to determine what is and is not appropriate apparel in the best interest of the Show. If an Exhibitor is asked to have personnel leave the show, or change their attire, Show Management is not liable for any refund or compensation to the Exhibitor related to this action.
- Exhibitor related to this action.

 K. <u>Damages</u>, Exhibitor shall yield the exhibit areas back to the Facility at the conclusion of the Show in good condition and repair, ordinary wear and tear excepted. Any costs incurred by Show Management or the Facility to restore the exhibit areas to its condition prior to the show, including but not limited to removal of signs, balloons, tape and other things not removed by Exhibitor shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor.
- personnel.

 L. <u>Advertising</u>. Exhibitor shall not, without the written consent of Show Management, distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of and the exhibit specie. Exhibit or shall not post of exhibit any signs, adventisements, show this, intrograph posters of cards or any description on any part of the premises of the Facility, except within the Exhibitor's booth space and upon such space as is made available for such purposes by the Facility.

 M. Food and Beverage. Alcoholic beverages may not be served within an exhibitor's exhibit space without written consent
- In <u>Food and Beverage</u>. Alconolic beverages may not be served within an exhibitor's exhibit space without written consent from Show Management. Alcoholic beverages may not be served during exhibit set-up or tear-now under any conditions. The official Facility caterer must provide food and/or beverage items served within an exhibitor's exhibit space. Preparation of food within the contracted exhibit space is prohibited. In no event will Exhibitor bring into the Facility any food, whether prepared or unprepared, or beverages of any kind whatsoever, including but not limited to alcoholic beverages without the prior written permission from the Facility's official caterer.
 N. Plotterprovided Progression Monagement of the Progression of the

- The official Facility caterer must provide food and/or beverage items served within an exhibitor's exhibit space. Preparation food within the contracted exhibit space is prohibited. In no event will Exhibitor bring into the Facility and Confidence of the Proformation of the Pacility and the Proformation of the Proformation o

- by Nevada law.

 T. <u>Double Decker Exhibits</u>. All multi-story exhibits, regardless of whether people will occupy the upper area or not, must submit at least 30 days prior to the start of move-in, booth designs (scaled drawings that include foot print as well as multidimensional elevation drawings) to Show Management for approval and also to all appropriate governmental authorities that include a signature and official stamp of a reviewing structural engineer indicating the structura and design is properly engineered for its proposed use. During move-in, prior to 5pm on the last day of set-up, a signature of an authorized official engineered on its proposed use. Journing move-in, prior to spin of the exhibit building company indicating that the structure is built in compliance with the details and the specifications set forth on the drawings must be available for Show Management review. Failure to provide these documents in advance of the show (30 days for blue prints with structural engineer's approval and by 5 pm on the last day of set por the exhibit builder's signature) will authorize Show Management to have such displays dismantled prior to show opening at the sole expense of the Exhibitor without any liability for return of compensation of lost revenues. Show Management shall not be liable for damages that may occur during this exhibit dismantle. Exhibitors are cautioned to read the Display Rules and Fire Marshal regulations included in the Exhibitor Services Manual to see specific regulations regarding the layout and rules of double decker booths. Failure to fully comply with these regulations may result in the Exhibitor being prohibited from participating in the Show and the closure and/or dismantle of their exhibit.
- 14. VIOLATIONS: The Exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations which may be established by the Facility and Show Management including, but not limited to, those contained within the Exhibit Display Regulations and the Exhibitor Services Manual. Show Management shall enforce all Contained within the Exhibit Island's Regulations and the Exhibitor Services Manual. Show wantagement shall enforce an Show rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Show Management. Any violation by the Exhibitor of any of the terms and conditions herein shall subject Exhibitor to cancellation of the Agreement to occupy exhibit space and forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Show Management shall have the right to take possession of the exhibitor's space, remove all persons and properties of the Exhibitor and hold the Exhibitor accountable for all risks and expenses incurred in such removal.
- 15. LABOR: The Exhibitor agrees to abide by all agreements between Show Management, the official Show General Service Contractor, the Facility or any of its agents pertaining to using union labor in the exhibit areas, and to abide by all labor regulations as stated in the Exhibitor Services Manual. Show Management is not liable for changes in union regulations. A labor entity has jurisdiction through a labor agreement with the General Service Contractor for the erection, touch-up painting, dismantling and repair of all exhibits when this work is done by persons other than exhibitor's fulltime company personnel. This work includes wall coverings, floor coverings, pipe and drape, painting, hanging of signs and decorative materials from the ceiling, placement of all signs and the erection of platforms used for exhibit purposes. The labor entity's jurisdiction does not cover the placement of exhibitor's products on display, the opening of cartons contains iabor entity's jurisdiction does not cover the placement of exhibitor's products on display, the opening of cartons containing exhibitor's products, nor the performance, testing, maintenance or repairs of exhibitor's products. If full time company personnel are utilized to set an exhibit, they must carry positive company identification, such as: a personalized company business card listing their position/title, a medical identification card, payroll stub or have a company payroll report available. This rule prohibits the utilization of workers hired from a non union agency or company. Exhibitor personnel may set-up the booth providing the booth, walls and fixtures can be completed without use of saws, pipe wrenches or power tools. Most hand tools can be used. Electric drills and screwdrivers can be used for installation. For safety reasons, exhibitors may not do any installation work that requires standing on a ladder over 30° high.

16. COMPLIANCE WITH LAWS:

A. Laws and Ordinances. Exhibitor agrees to comply with and be bound by all laws of the United States and the state of

- Nevada, all ordinances of the city of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Police Department and Fire Department and those policies and criteria which have been established by the Facility for use of the exhibit areas. As Show Management is a California Company, Exhibitor agrees that this Agreement shall be interpreted and enforced under California law, and this Agreement can only be entered and/or interpreted in the State or Federal courts in the State of California. Exhibitor, by signing this Agreement, submits to the jurisdiction of any and all California courts. Any dispute, cause of action or claim for relief, between Exhibitor, Show Management and the Facility regarding the terms, enforcement, interpretation, administration or performance of this Agreement shall be submitted to the California Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in California Law
- Difficult Architection Act as comed in California Law.

 8. Fire Requiations/Fire Proofing/Codes. Exhibitor must conform to all standard fire codes of the Facility. Combustible materials or explosives are not permitted in or around the exhibit areas without written permission from Show Management. Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers or other safety equipment. Smoking is prohibited in the Facility at all times, including move-in and move-out.
- Indicating Investment Investigation.

 C. Electrical Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory, and must conform to the electrical codes and regulations as indicated in the Exhibitor Services Manual
- D. <u>Inspection</u>. All displays will be inspected during set-up days and any Exhibitor deviating from the regulations must make modifications to its exhibit at exhibitor's expense prior to Show opening.
- 17. EXHIBITOR APPOINTED CONTRACTORS (EAC): An EAC is any contractor not listed in the Exhibitor Services Manual as an official Show Management designated contractor. Exhibitor using the services of an EAC is responsible for ensuring that the EAC conforms to the regulations included in these Rules and Regulations, the Display Regulations and the Exhibitor Services Manual.
- 18. ACCESS CONTROL: 24-hour perimeter access control will be provided from the start of move-in to the end of move-out. Show Management shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. Show Management assumes no responsibility for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time. Exhibitors are required to carry company insurance related to trade shows/exhibits to insure their property
- 19. DISRUPTION OF SHOW: In the event the Facility or any part thereof shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of the agreement period for oner cause, or become unavailable in whose or in part, to a pointion of on the entirety or the agreement period or any reason whatsoever, or if any casualty or unforeseen occurrence shall render the fulfillment of this agreement impossible, including, without limitation, the requisitioning of the Facility by any governmental entity, then and thereupon the parties to the agreement shall amend the agreement in a fashion which shall be multiply acceptable or the agreement shall be terminable by Show Management at its option. Exhibitor hereby waives any claim against Show Management for damages or compensation for such termination should the agreement be cerminated. In the event the Show is interrupted or canceled for any reason, Show Management at its option may return a portion of the event the Show is interrupted or canceled for any reason, Show Management at its option may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by Show Management in connection with the Show. Such expenses shall include, but not be limited to all expenses incurred by Show Management as a result of contracts with third parties for the provision of services or products incidental to the Show, all out of pocket expenses incurred by Show Management incident to the Show, and all overhead expenses of Show Management attributable to the production of the Show. No monies will be returned should the dates or location of the Show be changed by Show Management, but Exhibitor will be assigned space which Exhibitor agrees to use under these same rules and regulations. Show Management shall not be financially liable in the event the Show is interrupted, canceled, moved or dates changed except as provided herein.
- 20. INSURANCE: The Exhibitor shall obtain and keep in force during the term of the installation and use of the 20. INSURANCE: The EXPLOID or shall obtain and keep in force during the term of the installation and use of the exhibit premises polices of Workers' Comprehensive General Liability Insurance and Comprehensive General Liability Insurance for all of their employees and Comprehensive General Liability Insurance and Contractual Liability Insurance provides a specifically referring to contractual liability set forth in an amount not less than \$1,000,000 Combined Single Limit for personal injury and broad form property damage. Exhibitors shall provide Show Management with a certificate of insurance covering the period for the Show and which names BlogWorld and the LVCVA as additional insureds. Copies of these certificates are due 30 days prior to the start of move-in. Failure to provide any of the required insurance documentation will be considered a breach of contract and the Exhibitor will not be allowed to set up their beach.
- 21. WAIVER OF LIABILITY AND WAIVER OF SUBROGATION: All property of the Exhibitor remains under his/her custody and control in transit to and from the Facility and while it is in the confines of the Facility. Neither Show Management, its service contractors, the management of the Facility nor any of the officers, staff, members, directors wanagement, its service contractors, the management of the Facility for any of the same are responsible for the safety of the property of the exhibitors from theft, damage by fire, accident, vandalism or other causes, and the Exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of exhibitor. Show Management shall not be responsible for any damage or injury that may happen to the Exhibitor or its agents, servants, employees or property from any cause whatsoever except the gross negligence or willful misconduct of Show Management, its servants or from any cause whatsoever except the gross negligence or willul insconduct of show Management, its servants or employees, arising out of Show Management duties and responsibilities under the agreement. Show Management, the Facility, and official show vendors do not provide any form of insurance to cover Exhibitor activities at the Show and assume no liability or responsibility for loss or damage to Exhibitor due to fire, theft, breakage or any other reason. The exhibitor agrees to wave the right of subrogation to recover loss against BlogNorld, Inc. and the LVCVA sustained under the exhibitor's insurance contracts when allowed by Exhibitor's insurance programy. Show Management, its staff, employees, or agent assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency.
- 22. INDEMNITY: Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, economic loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of death, injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence (whether active or passive) or misconduct proximately or remotely, wholly or in part, by an act, omission, negligence (whether active or passive) or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guesti, cisnesees or invitees or of any other person, including Show Management, entering upon the premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor, or any of its agents, servants, employees, contractor, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Such indemnification of Show Management by the Exhibitor shall be effective unless such damage or injury results from the willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any litigation.
- 23. PROPERTY DAMAGE: Show Management shall not be responsible for any loss or damage to any property of the Exhibitor, including economic losses and further including but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, loss of power, civil commotion or other insurable casualty, and Exhibitor expressly waives any claim for liability against Show Management with respect to any such loss or damage. Accordingly, it shall be the responsibility of the Exhibitor to secure its own insurance or otherwise protect itself and its property against such loss or damage.
- 24. EXHIBITOR REPRESENTATIVE: The individual named as the "Contact" on the Application will be the person appointed by the Exhibitor to be the representative in connection with payments, installation, operation and removal of the firm's exhibit and company's participation in the Show. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, staffed, in compliance with all rules and orderly at all times. In the event that this person ceases to be the authorized representative, the Exhibitor must promptly notify Show Management in writing with the name and contact information of the person they are substituting.
- 25. ACCEPTANCE OF APPLICATION: The signature of a duly authorized representative of the Exhibitor shall be required to process the Application. Except as otherwise provided herein, the signature of a duly authorized representative of Show Management shall be required on the Application to indicate its acceptance. Upon acceptance, it shall be a legally binding agreement between Show Management and the Exhibitor.
- acceptance, it shall be a legally binding agreement between Show Management and the Exhibitor.

 26. OTHER REGULATIONS: Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED ANY AMENDMENTS, WHEN MADE, ARE BROUGHT TO THE NOTICE OF EXHIBITORS. EACH SHIBITOR, FOR HIMSELF/HERSELF AND HIS/HER EMPOYEES, AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. This Agreement is prevocable, and the rights of Show Management under this Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of Show Management. The Exhibitor further agrees that upon acceptance of this agreement shall become binding and enforceable in accordance with its terms. This Agreement will be binding on the Exhibitor's and Show Management will be binding on the Exhibitor's and Show Management and enforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term clause or provision shall be deemed to be severed from the Agreement. Any action arising out of this agreement must be brought in San Diego, California, USA, and governed by the law of that locale, exclusive of the chose of law rules of any jurisdiction, and the Exhibitor's responsibility to verify receipt of written cancellation by Show Management. Only herein stated. It is the Exhibitor's responsibility to verify receipt of written cancellation by Show Management. Only the company name, as it appears on the Agreement, upon acceptance of the Agreement by Show Management is considered the official BlogWorld Exhibitor