

**SHOW MANAGEMENT USE ONLY:**

SALES REP: \_\_\_\_\_

CUSTOMER NO: \_\_\_\_\_

# FN PLATFORM

**FEBRUARY 13 - 15, 2012**  
**LAS VEGAS CONVENTION CENTER**

## EXHIBITING COMPANY INFORMATION

EXHIBITING COMPANY NAME \_\_\_\_\_ WEBSITE \_\_\_\_\_  
 STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_  
 CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
 EMAIL \_\_\_\_\_ FACEBOOK \_\_\_\_\_ TWITTER \_\_\_\_\_

## BILLING INFORMATION (IF DIFFERENT THAN EXHIBITING COMPANY INFORMATION)

BILLING COMPANY NAME \_\_\_\_\_ WEBSITE \_\_\_\_\_  
 STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_  
 CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_  
 EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

**PACKAGES-** See attached for detailed booth description.

COMMENTS/CONFIGURATION REQUESTS/ SPECIAL SHOW FLOOR MERCHANDISING REQUESTS <small>(The following details can only be taken into account where feasible and cannot be regarded as a condition of participation.)</small>	PACKAGES	# OF PACKAGES	STANDARD RATE	TOTAL
	<input type="checkbox"/> FOOTWEAR BOOTH PACKAGE 10' X 10' (100 SQ. FT.)		x \$5,195	
	<input type="checkbox"/> FOOTWEAR BOOTH PACKAGE 10' X 20' (200 SQ. FT.)		x \$10,390	
	<input type="checkbox"/> FOOTWEAR BOOTH PACKAGE 20' X 20' (400 SQ. FT.)		x \$20,780	
	<input type="checkbox"/> OTHER CONFIGURATIONS PLEASE SPECIFY IN INCREMENTS OF 100 SQUARE FEET		x \$51.95	

## FEES AND PAYMENT

### Payment Schedule

A payment must be returned along with this signed Application & License Agreement. If exhibit space is licensed after the listed final payment deadline date, the full amount corresponding to the most recently passed date is due at this time to secure participation. Failure to meet payment requirements will result in endorsement of clause #13 of agreement.

TOTAL ORDER	
50% DEPOSIT DUE November 4, 2011	
BALANCE DUE December 16, 2011	

**If you pay in full by October 14, 2011 you qualify for the discounted rate listed below.**

FOOTWEAR BOOTH PKG. 10' X 10' (100 SQ. FT.) # of booths _____	FOOTWEAR BOOTH PKG. 10' X 20' (200 SQ. FT.) # of booths _____	FOOTWEAR BOOTH PKG. 20' X 20' (400 SQ. FT.) # of booths _____	OTHER BOOTH PKG. SQ. FT. NEEDS TOTAL SQUARE FEET _____
x \$5,035 =	x \$10,070 =	x \$20,140 =	x \$50.35 =

**TOTAL ORDER - IF FULL PAYMENT RECEIVED BY October 14, 2011**

## PAYMENT INFORMATION

**WITH ALL PAYMENTS INCLUDE YOUR COMPANY NAME, SHOW NAME AND INVOICE OR CUSTOMER NUMBER.**

**BOOTH ASSIGNMENT WILL NOT BE RELEASED OR EXHIBITOR BADGES MAILED UNTIL 100% OF BOOTH FEE HAS BEEN PAID.**

**ONLINE/CREDIT CARD PAYMENTS:**  
at [www.advanstar.com/payonline](http://www.advanstar.com/payonline)

**Make checks payable to:**  
FNPLATFORM/Advanstar  
Attn: Expo Billing & Collections  
2501 Colorado Ave, Suite 280  
Santa Monica, CA 90404  
Tel. (310) 857-7500

**WIRE TRANSFER INSTRUCTIONS:**

Bank: Wells Fargo Bank  
Address: 420 Montgomery Street  
San Francisco, CA 94104  
ABA Number: 121000248  
Account Number: 4121100705  
SWIFT BIC Number: WFBUS6S (International Only)  
Beneficiary: FN PLATFORM/Advanstar

## AGREEMENT

**Please sign and date this Agreement and send to Advanstar to secure your space. Required deposit MUST accompany Agreement.**

EXHIBITING COMPANY SIGNATURE (Authorized by Exhibiting Company)

DATE

By signing this Agreement the Exhibiting Company agrees to the Show Agreement Terms and Conditions found in this Agreement. Any change in the Exhibiting Company's mailing address, show directory information, brand names or product listings must be requested in writing. By signing above the Exhibiting Company hereby affirmatively consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Advanstar Communications to the facsimile number above; (ii) telephone solicitations initiated by or on behalf of Advanstar Communications and directed to the telephone number provided above; and (iii) commercial electronic mail messages sent by or on behalf of Advanstar Communications, its affiliates, lines of business and divisions.

**PLEASE FAX ALL 5 PAGES OF THE CONTRACT TO: (310) 943-2007**

**FEBRUARY 13-15, 2012**  
 LAS VEGAS CONVENTION CENTER

**CONTRACT DEADLINE: NOVEMBER 4, 2011**

**KEY PERSONNEL**

**MANAGEMENT CONTACT / DECISION MAKER**

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

**PR / MARKETING CONTACT**

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

**PRODUCT DEVELOPMENT / SOURCING CONTACT**

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

**COMPANY INFORMATION**

**Annual Sales Volume for 2011:**  \$0 - \$499,000  \$500,000 - \$999,999  \$1 million - \$9.9 million  \$10 million - \$50 million  \$50 million and above

**Years in Business:**  Less than 2 years  2 - 5 years  Over 5 years

**Does Your Company Export?**  Yes  No

**SHOW DIRECTORY / WEBSITE INFORMATION**

Exhibiting Company Name \_\_\_\_\_ Sales Contact Name \_\_\_\_\_

Street Address 1 \_\_\_\_\_ Sales Contact Job Title \_\_\_\_\_

Street Address 2 \_\_\_\_\_ Sales Contact Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Sales Contact E-mail \_\_\_\_\_

Zip \_\_\_\_\_ Province \_\_\_\_\_ Company Website \_\_\_\_\_

Country \_\_\_\_\_ Primary Country of Origin: \_\_\_\_\_

**BRAND / PRODUCT INFORMATION**

**BRAND INFORMATION: (To be printed on booth ID signs)**

List brand names you will be exhibiting and indicate if brand is Men's (M), Women's (W) or Kid's (K). Attach additional page(s) if needed. Place your company name at the top of any additional pages sent.

BRAND NAME	M	W	K
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**WHO ARE YOUR RETAIL CUSTOMERS? (Stores who carry your brand)**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**BRANDS YOU SIT WITH AT RETAIL?**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**PLEASE CHECK THE BOXES THAT APPLY TO YOUR PRODUCTS ON EXHIBIT:**  
 PLEASE INCLUDE A CURRENT PICTURE CATALOG OR LINE SHEET WITH THIS CONTRACT.

Wholesale Price	Men's Footwear	Women's Footwear	Juniors Footwear	Children's Footwear	Handbags
under \$100	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$101-\$199	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$200+	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
% of your Business in each category	_____	_____	_____	_____	_____

**PLEASE CHECK OFF ALL CATEGORIES WHICH BEST DESCRIBE YOUR PRODUCT:**

- |   |   |
|---|---|
| <input type="checkbox"/> American Designer  | <input type="checkbox"/> Junior's                 |
| <input type="checkbox"/> Athletic           | <input type="checkbox"/> Men's                    |
| <input type="checkbox"/> Casual / Lifestyle | <input type="checkbox"/> Orthopedic / Pedorthic   |
| <input type="checkbox"/> Children's         | <input type="checkbox"/> Skate / Surf             |
| <input type="checkbox"/> Comfort            | <input type="checkbox"/> Social Occasion / Dressy |
| <input type="checkbox"/> Contemporary       | <input type="checkbox"/> Special Sizes            |
| <input type="checkbox"/> Eco / Vegan        | <input type="checkbox"/> Wellness                 |
| <input type="checkbox"/> European Designer  | <input type="checkbox"/> Western                  |
| <input type="checkbox"/> Handbags           | <input type="checkbox"/> Women's                  |

**CONTRACT DEADLINE: NOVEMBER 4, 2011**

## FOOTWEAR PACKAGE



### EACH 10' X 10' / 100 SQUARE FOOT BOOTH PACKAGE INCLUDES:\*

- Floor Space
- Booth Carpet-Sword (Light Grey)
- White Fabric Walls w/Aluminum Framing (8' high fabric backwall / 8' high fabric sidewalls)
- Booth Sign - 12" x 36"
- (1) Table 30" x 30"
- (2) Chairs
- (2) 5 - Shelf White EZ Double Shelving Units (shelves are 58" long)
- Wastebasket
- Enhanced Overhead Lighting
- Nightly Booth Vacuuming
- Drayage / Material Handling (300 pounds for product only)
- Complementary Wi Fi connection
- 500 watts Wall Electrical Outlet

BOOTH SIZE	\$51.95 PER SQUARE FOOT FOR FOOTWEAR PACKAGE
10' x 10'	\$5,195.00
10' x 20'	\$10,390.00
10' x 30'	\$15,585.00
10' x 40'	\$20,780.00
20' x 20'	\$20,780.00
OTHER	sizes based on \$51.95 per sq. ft

**\*As booth size increases, your booth package items/contents are multiplied accordingly.**

Exhibitor acknowledges and agrees to be solely responsible for (a) all exhibition booth costs and expenses not described above, including , with limitation, all additional costs and expenses for drayage, additional furniture, additional electrical, cleaning and booth decorations not included in the Booth Package and (b) any other exhibition booth packages or services selected by Exhibitor.

## MAGIC - READ ENTIRE CONTRACT

All Exhibitors and their representatives participating in the Show identified on the front page of this Exhibit Space Agreement ("Agreement") agree to be bound by and are required to comply with the terms and conditions ("Terms and Conditions") stated in this Agreement, as well as the Show Rules and Regulations or Show Guidelines and the Exhibitor Services Manual or Service Kit (hereinafter collectively referred to as the "Show Rules and Regulations"), which are integral to and fully incorporated by reference into this Agreement. In consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exhibitor agrees as follows:

**1. Defined Terms:** "Show" means the specific expositions or conferences identified on the front page of this Agreement. "Exhibition Facilities" means all venues or facilities in which or where the Show is conducted. "Show Dates" mean the dates over which the Show is conducted including move-in, show days and move-out days at the "Exhibition Facilities". "Show Management" means Men's Apparel Guild in California, Inc. and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns, unless the context requires otherwise. "Facility Management" means the owner or manager of the Exhibition Facilities in which the Show is conducted, and its employees and agents. "Exhibitor" means the applicant identified on the front hereof Exhibit space ("Exhibit Space" or "Booth Space") means the space applied for herein. Exhibit Space Fee" means the required Exhibit Space fee, including all deposits and other fees to be paid to Show Management as set forth on the front of this Agreement. Show Management and Exhibitor are collectively referred to in this Agreement as the "Parties" and "Party" in the singular.

**2. Show Rules and Regulations:** Show Management will have the right, in its sole and absolute discretion, to establish and/or modify the Show Rules and Regulations and the use of Exhibit Space covered by this Agreement, as deemed appropriate by Show Management. Show Rules and Regulations shall be made available to each Exhibitor prior to the Show. Please read the Show Rules and Regulations posted online at [www.magiconline.com](http://www.magiconline.com). Show Management will endeavor to provide Exhibitor with changes or modifications to the Show Rules and Regulations, however, failure to provide or non-receipt of such changes will not invalidate or nullify such changes or modifications.

**3. Effective Date of Agreement:** Upon Exhibitor's execution of this Agreement, this Agreement becomes a binding contract between Show Management and Exhibitor (the "Effective Date"), subject to each party's respective rights set forth in this Agreement. A non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's return of this Agreement to Show Management. As of the Effective Date Exhibitor agrees to (i) use the Exhibit Space assigned by Show Management in accordance with the Terms and Conditions and the Show Rules and Regulations; and (ii) pay the required Exhibit Space Fee by the deadline dates established herein. No Exhibitor shall be permitted to exhibit or participate in the Show or gain access to the Exhibition Facilities unless and until Exhibitor has paid the full Exhibit Space Fee, and provided the required Certificates of Insurance by their deadline dates.

**4. Qualified Exhibitor:** Eligibility is generally limited to companies, firms or entities actively and legitimately engaged in the business of manufacturing, distributing or selling at wholesale, merchandise, materials, services or supplies related to the Show. Qualified Exhibitors must either be the manufacturer, licensed dealer, distributor or representative of the goods, products or services displayed. Exhibitor agrees not to conduct any meetings, hospitality suites or hospitality functions or other activities outside of the Exhibition Facilities during the Show's official Show hours without Show Management's express written approval.

**5. Products & Services Displayed:** Exhibitor may display or exhibit only products and services comprising materials, equipment, apparatus, systems and other component products or services as set forth on the first page of this Agreement and/or deemed by Show Management, in its sole discretion, to be relevant to industry/s or field/s which are the primary focus of the Show. Show Management, in its sole and absolute discretion, will determine whether a prospective Exhibitor is eligible to participate in the Show, the suitability any merchandise or service for exhibit or display, the amount of Exhibit Space provided an Exhibitor, and Exhibit Space assignment and placement. Show Management reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space. The design of Exhibit Booths will be controlled and approved by Show Management exclusively, in its sole discretion.

**6. Exhibit Space Refusal or Modification by Show Management:** The execution of this Agreement, the timely payment of the Exhibit Space Fee, or Show Management's deposit of Exhibitor's Exhibit Space Fee payments does not guarantee that Exhibitor will be (i) permitted to exhibit at the Show; (ii) assigned to a particular exhibit hall, section or location within the Exhibition Facilities; or (iii) provided with the actual amount of Exhibit Space requested. Notwithstanding anything herein to the contrary, Show Management, in its sole and absolute discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment, and/or terminate this Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. Show Management shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by Exhibitor or any other party as a result of any Exhibit Space rejection, cancellation, modification or change in Exhibit Space assignment. If Exhibitor's Exhibit Space application is rejected or cancelled by Show Management prior to the Show, the Exhibit Space Fees paid by Exhibitor will be refunded, except if the rejection or cancellation is due to Exhibitor's breach of this Agreement or as otherwise stated herein.

**7. Compliance Requirements:** Exhibitor agrees to abide by, adhere to and be bound by all applicable federal, state and local laws, codes, ordinances, rules and regulations, including without limitation fire, utility and building codes and regulations, and any rules or regulations of the Exhibition Facilities, including any union labor work rules.

**8. Show Related Commercial Messages:** To the extent Exhibitor provides any information to Show Management, including contact information and other personally identifiable information, Exhibitor hereby grants to Show Management the right to use or release such information for all lawful Show Management and Show related business purposes.

**9. Restrictions on Assignment and Subleasing Exhibit Space:** Exhibitor cannot sell, assign, transfer, or convey this Agreement, or assign, share, sublet its Exhibit Space, or any part thereof, without the prior written approval of Show Management, which approval may be withheld in Show Management's sole discretion. This Agreement, the Terms and Conditions and the Show Rules and Regulations will be binding upon and inure to the benefit of the Show Management's approved successors, assigns, and personal representatives of Exhibitor. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of this Agreement or any portion of the Exhibit Space in violation of this Section shall constitute a breach of this Agreement and such action will be voidable at the option of Show Management.

**10. Withdrawal or Reduction in Exhibit Space:** Exhibitor acknowledges and agrees that (a) each of the following shall constitute a material breach by Exhibitor of its obligations under this Agreement: (i) any cancellation or termination of this Agreement by Exhibitor; (ii) Exhibitor's withdrawal from the Show or Exhibitor's failure to participate in the Show in the manner described herein; or (iii) any reduction by Exhibitor of its Exhibit Space; and (b) Show Management will suffer damages based upon and arising from such breaches. Exhibitor further acknowledges that the damages suffered by Show Management from the breaches described in the preceding sentence will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. Therefore, the following provisions for liquidated and agreed upon damages have been incorporated into this Agreement and agreed upon by the parties as a valid and reasonable pre-estimate of such damages and not as a penalty. If Exhibitor breaches this Agreement by cancellation or termination of this Agreement, withdrawing from the Show or by notifying Show Management that it is reducing the number or size of its Exhibit Space/s as set forth on the front side of this Agreement for any reason or no reason, Exhibitor shall be charged an automatic processing fee of \$1,000 per 100 sq. ft. of the Exhibit Space canceled, terminated, withdrawn or reduced (the "Processing Fee"). Notices advising Show Management that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or that Exhibitor is reducing its Exhibit Space must be made in writing and shall be deemed delivered to Show Management on the date such notice is actually received by Show Management.

In the event Show Management is notified that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or reducing its Exhibit Space at least 90 days prior to the Show's first move-in date, then notwithstanding the Exhibitor's breach of this Agreement, Exhibitor shall receive a refund of, as applicable, all or part of the Exhibit Space deposit or other fees paid (less the applicable Processing Fee). In the event Show Management is notified that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or reducing its Exhibit Space less than 90 days prior to the first move-in date, Exhibitor agrees that (i) Exhibitor shall forfeit its entire Exhibit Space Fee deposit payment and will remain obligated to pay Show Management all amounts due for the Exhibit Space and booth packages originally ordered by Exhibitor, as on the front side of this Agreement; and (ii) Show Management shall retain all such amounts as liquidated damages arising from Exhibitor's breach of this Agreement. All amounts payable to Show Management based upon or arising from Exhibitor's cancellation or termination of this Agreement, withdrawal or reduction of its Exhibit Space are payable to Show Management simultaneously with notifications provided by Exhibitor contemplated by this Section 10. Upon notice of Exhibitor's cancellation or termination of this Agreement, its withdrawal from the Show or reduction in Exhibit Space, Exhibitor shall lose all rights to assigned Exhibit Space, and Show Management, in its sole discretion, may reassign the Exhibit Space to another party.

All cancellation, termination, withdrawals or reductions in Exhibit Space notifications must be provided to Show Management in writing, by overnight courier or by certified mail, return receipt requested. Notices communicated to Show Management in electronic form will not be considered to be written. The date of cancellation, termination, withdrawal or reduction in Exhibit Space, as applicable, shall be the date on which the notice is actually received by Show Management. Liquidated damages paid cannot be applied toward Exhibit Space at other shows or advertisements. Show Management assumes no responsibility for having included the name of the withdrawn Exhibitor or description of its products in Show directories, brochures, news releases or other material relating to the Show.

Any termination, cancellation or failure of Exhibitor to actually occupy the Exhibit Space assigned to Exhibitor constitutes a material breach by Exhibitor of this Agreement and may, in Show Management's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable discounts, sponsorship agreements or opportunities associated with the Show, including, but not limited to the right to present speakers at, or participate in, any conference component of the Show. If a reduction in Exhibit Space is requested by Exhibitor and consented to by Show Management, Exhibitor's Exhibit Space location on the Show floor may be reassigned by Show Management in its sole discretion. Any applicable refunds will be processed within 90 days after the close of the Show, and no interest will be paid on any amounts received by Show Management. Exhibitor agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances due to Show Management. Exhibitor agrees to pay any collection costs, including but not limited to court costs, collection fees, and attorneys' fees.

**11. Scheduling or Location Changes:** Exhibitor acknowledges and agrees that Show Management reserves the right to change, increase or decrease Show hours, number of days, Show dates, Show location or Show name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if Show Management elects to re-name, change, increase or decrease Show hours, days, Show dates or Show location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Exhibition Space Fees or deposits paid or payable by Exhibitor to Show Management. Additionally, if Show Management re-locates the Show to a different city than originally scheduled over dates which are not more than 60 days earlier or 60 days later than the original Show dates, no refund will be due to Exhibitor, but Show Management shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as Show Management deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. However, if Show Management elects to terminate the Show other than for a reason previously described in this Section, Show Management shall refund to Exhibitor the Exhibit Space fees previously paid, in full satisfaction of all liabilities and obligations of Show Management to Exhibitor and Exhibitor waives all claims it might have against Show Management for damages or expenses and discharges all claims against Show Management in exchange for such refund.

**12. Condition of Exhibition Facilities:** Show Management makes no representations or warranties, express or implied, to Exhibitor regarding the condition of the Exhibition Facilities or the utilities provided by the Exhibition Facilities, or the success of Exhibitor's efforts for which the exhibit space will be used or to the number of Show attendees or the demographic nature of such attendees.

**13. Breach:** If Exhibitor fails to make any payments on time as stated herein or breaches or defaults in any of its obligations under this Agreement, Exhibitor shall be deemed in material breach of this Agreement. Except as set forth in Section 10, in the event of breach by Exhibitor of its obligations under this Agreement, Show Management will have the right to immediately terminate this Agreement, retain Exhibitor's Exhibit Space deposit and all other monies paid to Show Management prior to the breach, and withhold from Exhibitor possession and occupancy of the Exhibit Space or direct Exhibitor to vacate the Exhibition Facilities, as applicable, and Exhibitor expressly agrees to (i) waive its rights to receive any early bird payment discounts, and (ii) pay Show Management the full Exhibit Space Fee set forth on the front of this Agreement, together with all costs of collection incurred by Show Management including but not limited to all reasonable attorneys' fees, court costs and interest. Show Management's rights under this Section are non-exclusive remedies and Show Management expressly reserves any and all of its rights and remedies under applicable law. Additionally, Show Management shall have the right, but not the obligation, to license the subject Exhibit Space to another

party prior to the Show without any refund, rebate or allowance whatsoever to Exhibitor and without in any way releasing Exhibitor from any liability hereunder.

Show Management is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of any action taken under this Section in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Exhibitor's right to obtain and use complimentary exhibitor personnel badges shall immediately be revoked and forfeited in the event Exhibitor breaches this Agreement by cancelling or terminating this Agreement or withdrawing or failing to participate in the Show. A breach by Exhibitor of its obligation under this Agreement (including breaches described in Section 10 above) shall jeopardize Exhibitor's ability to exhibit at future Show Management shows.

**14. Right to Off-set:** Exhibitor expressly acknowledges that Show Management reserves the right to apply any Exhibit Space Fee and deposit amounts paid pursuant to this Agreement (i) to remedy any breach by Exhibitor under this Agreement; (ii) to remedy any breach of Exhibitor or its affiliates under any other agreement(s) between Exhibitors or its affiliates and Show Management or its affiliates; (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations fees Exhibitor incurs. Exhibitor agrees to pay to Show Management the amount offset against a past due amount within 10 days of the date of Show Management's notice or, if the deadline for the applicable payment is more than 10 days from the date of the notice, by the applicable deadline. If Exhibitor fails to pay the offset amount within the required period, Exhibitor shall be considered to be in default of its payment obligations under this Agreement and Show Management shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Agreement.

**15. Force Majeure:** If the Show is terminated for any reason beyond the reasonable control of Show Management, including without limitation acts of God, war, mob, riot or civil commotion, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather, epidemic or pandemic, or any other comparable calamity or casualty, Show Management may terminate this Agreement without liability, and Show Management may retain the earned portion of the Exhibit Space Fee required to recompense it for expenses and commitments incurred up to the time of terminating the Show. Any remaining unearned Exhibit Space Fee will be refunded to Exhibitor.

If any part of an Exhibition Facility is damaged or if circumstances beyond Show Management's reasonable control make it impossible, impractical or inadvisable for Show Management to permit Exhibitor to occupy or continue to occupy its assigned Exhibit Space location during any part of or the entire Show, Show Management will retain the right to relocate Exhibitor. If Show Management, in its sole discretion, determines that relocation is not feasible, Exhibitor will be charged a pro rata Exhibit Space Fee for the period that the Exhibit Space was or could have been occupied by Exhibitor, and Show Management will refund the remaining portion of the Exhibit Space Fee paid, minus a share of costs, expenses and commitments required to recompense Show Management up to the time of termination, in full satisfaction of all liabilities to Exhibitor, and Exhibitor agrees to waive all claims it might have against Show Management for damages or expenses discharge of all claims against Show Management in exchange for such refund.

**16. Indemnification:** To the maximum extent permitted by law Exhibitor agrees to protect, indemnify, defend (with legal counsel satisfactory to Show Management), and hold harmless, Show Management, the Exhibition Facilities, and City where the Show is held and their respective owners, directors, officers, members, employees, affiliates, service contractors, agents and representatives, as applicable, from any and all claims, actions, demands, damages, liability, or expenses of any kind or nature, including without limitation judgments, interest, reasonable attorneys' fees and all other costs and charges in connection with or arising out of (i) Exhibitor's use of any of the Exhibition Facilities or Show services, (ii) Exhibitor's noncompliance with or breach of this Agreement, (iii) for failure or alleged failure to obtain licenses or consents, or for infringements of Intellectual Property, including without limitation copyright, patent, or the unauthorized use of a registered trademark or service mark or other violations of proprietary rights, or the rights of privacy or publicity of any third party arising from, or in connection with the Show, or (iv) claims of property damage or personal injury including death, caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or any of its directors, officers, employees, agents, representatives, guests or invitees, except to the extent due to the sole negligence or willful misconduct of Show Management or its owners, directors, officers, employees, representatives and agents.

**17. Insurance:** Exhibitor has full responsibility for its product, equipment, displays and Exhibit Space personnel. As a condition for Exhibitor's right to exhibit at the Show, Exhibitor, at its own expense, agrees to maintain adequate insurance to fully protect and indemnify Show Management and its affiliates, co-sponsors, service contractors and the Exhibition Facilities from any and all claims, arising from Exhibitor's presence or activities at the Show.

The following insurance coverage is required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined Single Limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any one occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products and host liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit and (v) coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Exhibition Facilities while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Show, including move-in, Show days and move-out days. The above required policies must name as "Additional Insured" by endorsement: Show Management (MEN'S APPAREL GUILD IN CALIFORNIA, INC), the Exhibition Facilities and the City where the Exhibition is held and their respective members, officers, directors, agents, representatives and employees (the "Insured Entities").

**18. Limitation Of Liability:** EXHIBITOR EXPRESSLY ASSUMES ALL RESPONSIBILITY, LIABILITY AND RISK ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH EXHIBITOR'S PARTICIPATION OR PRESENCE AT THE SHOW, INCLUDING WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), ITS OWN PROPERTY OR THE PROPERTY OF OTHERS, BUSINESS OR PROFITS OF EXHIBITOR, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LIBEL, SLANDER OR INJURIES CAUSED BY SOUND LEVELS IN OR AROUND EXHIBITOR'S EXHIBIT) WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACTS OF GOD OR OTHERWISE PRIOR TO, DURING OR SUBSEQUENT TO THE PERIOD COVERED BY THIS AGREEMENT.

IN NO EVENT WILL SHOW MANAGEMENT, SHOW MANAGEMENT'S SERVICE CONTRACTORS, THE EXHIBITION FACILITIES OR THE CITY WHERE THE EXHIBITION FACILITIES ARE LOCATED OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPEARED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. SHOW MANAGEMENT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE SHOW OR REGARDING ANY OTHER MATTERS. EXHIBITOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PROVIDED UNDER APPLICABLE LAW SHOW MANAGEMENT'S MAXIMUM LIABILITY TO THE EXHIBITOR IN ANY WAY RELATED TO, IN CONJUNCTION WITH OR ARISING FROM THIS AGREEMENT, THE USE, REFUSAL, REJECTION OF EXHIBIT SPACE, OR JUDICIAL DETERMINATION OF SHOW MANAGEMENT'S WRONGFUL CANCELLATION OF EXHIBIT SPACE WILL BE LIMITED SOLELY TO THE RETURN OF ALL OR A PRORATED PORTION OF ANY EXHIBIT SPACE FEE PAYMENT PREVIOUSLY PAID TO SHOW MANAGEMENT BY EXHIBITOR.

**19. Americans with Disabilities Act:** Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA").

**20. Intellectual Property, Music Licensing and Use of Copyrighted Works:** By executing this Agreement, Exhibitor represents and warrants to Show Management that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Show and all affiliated events. To the extent necessary to fulfill Show Management's express obligations hereunder, Exhibitor hereby grants Show Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Show.

**21. Photographs and Recording:** From time to time, photographs, motion pictures and/or video recordings (collectively the "Recordings") may be made in the Exhibition Facilities, which Recordings may include images of Exhibitor, its employees, agents, representatives, spokespeople and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such Recordings whether by Show Management, its agents, attendees or other exhibitors. By signing the Exhibit Space Agreement, Exhibitor, on its own behalf and on behalf of its principals, employees, officers, directors, agents, representatives, and spokespeople, hereby licenses and authorizes Show Management to use the names trademarks, tradenames and logos and likenesses of Exhibitor and of any of Exhibitor's principals, employees, officers, directors, agents, representatives, and spokespeople participating in the Show or any associated events and depicted in any of the Recordings for commercial purposes, including, without limitation, to advertise, promote and market the Show.

**22. Show Management Decisions:** Any and all matters, compliance issues or questions not specifically covered or addressed in this Agreement, the Rules & Regulations will be subject solely to the decision and determination of Show Management. Exhibitor agrees that Show Management will have full power in any matter of interpretation, amendment and enforcement of all Terms and Conditions and Show Rules and Regulations, Sponsorship Materials and in the Facility Management contract, to which Show Management is or will be a party as it deems necessary for the general success of the Show, and in all instances Show Management's rulings will be final.

**23. Governing Law/Arbitration:** This Agreement and these terms and conditions shall be construed as a whole in accordance with their fair meaning and the laws of the State of California. The Exhibitor and Show Management agree that any and all disputes in any way relating to, or arising out of this Agreement or the assignment, use, denial, change, or cancellation of exhibit space, shall be submitted to the American Arbitration Association (AAA) for arbitration before a single arbitrator in accordance with the rules of AAA then in force and effect as the sole and exclusive remedy for resolving such controversies. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. The parties agree that any such arbitration shall take place in Los Angeles, California. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such arbitration. THE PARTIES ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES AMONG THEM, THEY ARE WAIVING THEIR RIGHT TO A TRIAL TO WHICH THEY MAY BE OTHERWISE ENTITLED.

**24. Miscellaneous:** This Agreement shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between Show Management and Exhibitor. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed in this Agreement. If any portion of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Agreement and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Show Management. Termination of this Agreement will not affect or modify those obligations of the Parties under this Agreement that by their terms are to survive the termination of this Agreement. Upon Exhibitor's execution of the Agreement Exhibitor acknowledges that it has read and understands the Terms and Conditions and the Show Rules and Regulations, and expressly agrees to accept the same extent as if set forth in full in the Agreement.

**25. Entire Agreement:** This Agreement, the Show Rules and Regulations and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between Show Management and Exhibitor pertaining to the Show and supersede any and all prior oral or written understandings, quotations, communications and agreements. No person is authorized to make any changes, amendments or modifications to this Agreement without the written consent of a duly authorized representative of Show Management.