

Exhibitor Contract

Margie Dana's 3rd Annual

Print Buyers Conference

September 10-12, 2008

Sheraton Boston Hotel, Boston, MA

Please complete and return this form to:

Boston Print Buyers

P.O. Box 785

Westford, MA 01886

or fax it to 978-692-4261

Company Name _____

Contact Name _____

Title _____

Telephone _____

E-mail _____

Your exhibit fee includes the attendance of two individuals from your firm to work the Conference exhibit booth. These individuals will have full access to the educational sessions during both days of this conference.

Booth location and sponsorship opportunities are determined on a first-come, first-served basis. Exhibitors will be assigned booth location in the order that their payment is received.

Terms & Conditions: Your signature below signifies your understanding of and agreement to the Terms & Conditions included with this Exhibitor Contract which will govern your participation. Your payment of 50% of your fee must be included with your application.

Payment: If you are paying by check, please make it payable to Boston Print Buyers and mail it to: Boston Print Buyers, P.O. Box 785, Westford, MA 01886. We also accept credit card payment online via PayPal or by calling 978-692-4651.

Name of Representative _____

Title _____

Signature _____

Date _____

Please provide information for each exhibitor representative to receive the free passes:

Exhibitor Representative 1

Name _____

Title _____

Email _____

Phone/Cell _____

Exhibitor Representative 2

Name _____

Title _____

Email _____

Phone/Cell _____

(Return both pages, or only the signed page 1 if you do not have names of the representatives.)

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Sheraton Boston Hotel, Boston, MA
September 10-12, 2008
Exhibitor Terms and Conditions

Boston Print Buyers is referred to herein as "Management". "Exhibitor" refers to the applicant indicated on the front of this contract.

1. Payment and Terms

- a) Exhibit space cost and payment terms are stated on the front of this contract. All payments are non-refundable. In the event of total or partial cancellation (space size reduction) by Exhibitor after July 1, 2008, the Booth Fee will not be reduced or refunded, and the total amount will be due.
- b) If Exhibitor fails to pay the entire Booth Fee at the times specified, or fails to comply with any of the terms and conditions or rules and regulations, Management may reassign the booth location reserved for Exhibitor and/or may resell that booth location to another party. The entire Booth Fee must be paid in full prior to move-in of the exposition.
- c) If Exhibitor cancels or breaches this agreement for any reason whatsoever, in addition to whatever rights Management may have under applicable law, any payments made by Exhibitor prior to the date of termination shall be retained by Management as liquidated damages and not as a penalty. Management and Exhibitor agree that such amounts constitute a reasonable provision for liquidated damages. Exhibitor shall also be liable for any payments required to be paid but not paid as of the date of cancellation or breach of this agreement.
- d) If the exposition is cancelled or is not held for any reason whatsoever, then this agreement shall be cancelled. Exhibitor's sole and exclusive remedy shall be to receive a refund of all amounts Exhibitor has actually paid on account of this contract.
- e) If for any reason beyond Management's reasonable control (e.g., an act of God, fire, labor disturbance, etc.) the exposition is materially curtailed, Exhibitor's sole and exclusive remedy shall be to receive a pro-rata refund of the Booth Fee.

2. Booth Assignment

Management will endeavor to make booth assignments in keeping with Exhibitor's requests set forth on the front of this contract. HOWEVER, MANAGEMENT RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS. MANAGEMENT SHALL HAVE NO LIABILITY FOR ITS FAILURE OR INABILITY TO COMPLY WITH EXHIBITOR'S REQUESTS, AND EXHIBITOR SHALL HAVE NO RIGHT TO CANCEL THIS CONTRACT BECAUSE OF MANAGEMENT'S FAILURE TO COMPLY WITH EXHIBITOR'S REQUESTS.

3. Exhibit Content

The exposition is designed to provide a showcase for goods and services either specifically designed for or customarily used by the industry the exposition serves. Exhibitor may not, under any circumstances, display or promote any goods or services other than its own goods and services of the kind described on the front of this contract.

Management reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of Management, compatible with the general character and objectives of the exposition.

4. Exhibitor Solicitations

Exhibitors must limit their activities within the confines of contractual space. Exhibitor activities must be conducted in a manner consistent with non-interference of activities legitimately exercised by other exhibitors.

The distribution of Exhibitor's products, catalogs, pamphlets, printed materials, souvenirs, etc. must be conducted entirely within the Exhibitor's booth space.

5. No Assignment or "Subletting" of Space

Exhibitor may not assign this contract and may not permit or "sublet" all or any part of its assigned booth space to be used by any other business or firm, unless Management has given prior written approval. Any such assignment, permission or "sublease" without Management's prior written approval shall be null and void.

6. Exhibitor's Authorized Representative

Exhibitor must designate one person as its representative in connection with installation, operation and removal of its exhibit. The designated representative shall be authorized to enter into exhibition service contracts and for which Exhibitor shall be responsible. The designated representative must be in attendance throughout all exposition periods; and representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

7. Fire, Safety and Health

Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health.

8. Exhibit Rules and Regulations

- a) All display booths must be set up and functioning by 10:00 am, September 11, 2008, the time the display floor opens to attendees.
- b) All exhibits must intact and attended throughout the open hours of the conference.
- c) At the conclusion of the conference, exhibits and merchandise must be removed from the Exhibit Hall by 7:00 pm on Friday September 12, 2008. Booths must remain intact until the closing at 5:00 pm, Friday, September 12.
- d) If the space contracted for by the Exhibitor is not occupied by 9:00 am, Thursday September 11, Management has the right to close off the space with an 8' high drape.
- e) Management reserves the right to require an exhibitor to alter the exhibit before or during the show, as Management deems to be in the best interests of the show. Such changes shall be made at Exhibitor's expense and are subject to the approval of Management.
- f) Any questions concerning the rules and regulations should be directed to Boston Print Buyers.

9. Licenses / Permits

Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the exposition. Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the exposition.

10. Noise

Public address and the use of loud devices for mechanical reproduction of sound beyond the individual Exhibitor's Booth or excessive operating noise which distracts neighboring Exhibitors from authorized performance, is prohibited.

11. Exhibitor Functions During Exposition Hours

Exhibitor's booth will be open and fully staffed during all official exposition hours. Exhibitor expressly agrees that it will not, nor will its employees or representatives, conduct exhibitor functions in private rooms during official exposition hours.

12. Installation and Removal

Exhibitor must install its exhibit before the opening of the exposition. The exhibit must be dismantled and removed immediately after the exposition's close and in all events prior to the established dismantlement cutoff time announced in the Exhibitor Manual. Anything not removed by the dismantlement cutoff time will be discarded at Exhibitor's cost.

Exhibitor shall not dismantle its exhibit prior to the exposition's close.

13. Property Loss or Damage

- a) Management shall not be responsible for any loss of or damage to any property of Exhibitor or of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees.
- b) All of Exhibitor's property remains under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall.
- c) Neither Management nor its service contractors, nor the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the loss of or damage to property of Exhibitor or of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees from theft, fire, accident, vandalism or any other cause, and Exhibitor expressly waives and releases any claim or demand against any of them by reason of any damage to or loss of any property.
- d) Exhibitor shall be solely responsible for the loss of or damage to any property of Exhibitor's personnel, including but not limited to Exhibitor's booth personnel and representatives, models, demonstrators and actors.
- e) Accordingly, it is Exhibitor's responsibility to secure its own insurance or otherwise protect itself and its property and the property of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees against loss or damage.

14. Liability and Insurance

In addition to property insurance described above, Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of comprehensive Commercial General Liability Insurance and Contractual Liability Insurance insuring and specifically referring to contractual liability in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage.

15. Indemnification

Exhibitor agrees to defend, indemnify and hold harmless Management (and the exhibition facility management) from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Management (or the exhibition facility management) on account of 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 or misconduct on the part of Exhibitor (or of any of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees, or of any other person entering in or about the Exhibitor's booth space with the express or implied permission of Exhibitor),

or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor (or of any of its booth personnel, representatives, agents, servants, employees, contractors, 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 operation or use of Exhibitor's booth space. Such indemnification by the Exhibitor shall be effective unless such damage or injury results from the gross negligence or willful misconduct of Management. Exhibitor covenants and agrees that in case Management (or the exhibition facility management) shall be made a party to any litigation commenced by or against Exhibitor or relating to this contract or to Exhibitor's booth space or to any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Management (or upon the exhibition facility management) by virtue of any litigation.

16. Labor

Exhibitor shall observe all contracts and agreements in effect between Management, service contractors and exposition facilities involved.

17. Acceptance of this Contract

This Exhibit Application/Contract does not become a binding contract until Management has issued a written confirmation of acceptance. The receipt and deposit of Exhibitor's payment accompanying the application for space does not constitute acceptance of a contract.

18. Integration

This contract contains the entire agreement between Management and Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

19. Choice of Law and Forum

This contract shall be governed by the laws of the State of Massachusetts. Any action commenced by Exhibitor arising out of or relating to this Agreement, or arising out of or relating to the exposition, shall be brought solely in the courts of Massachusetts unless Management consents to another forum. Exhibitor consents to the jurisdiction of the courts of Massachusetts for the resolution of any action arising out of or relating to this Agreement, or arising out of or relating to the exposition.

20. Other Rules and Regulations

MANAGEMENT RESERVES THE RIGHT TO CHANGE THE RULES AND REGULATIONS, AND TO MAKE ADDITIONAL RULES AND REGULATIONS, AS IT DEEMS TO BE IN THE BEST INTERESTS OF THE EXPOSITION. MANAGEMENT SHALL HAVE SOLE POWER TO INTERPRET, AMEND AND ENFORCE RULES AND REGULATIONS.