

REGULATIONS

Custom Electronic Design & Installation Association EXPO 2010

Balance is due within thirty (30) business days prior to the first move-in date of EXPO 2010 or by July 20, 2010, whichever is earlier. Only U.S. Currency will be accepted. CEDIA reserves the right to restrict delivery of freight at show site until final payment has been received without CEDIA or its contractors incurring any liability whatsoever. We may accept late payments, partial payments, or any checks or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Contract or under the law. Accepting such payments does not mean CEDIA has changed this Contract in any way. Exhibitors who submit payments that are returned unpaid by their banks will be placed on a cash basis.

Cancellation by the Exhibitor: It is further agreed that actual occupancy of the space reserved by the Exhibitor is of the essence hereof. If the Exhibitor does not occupy the space by 9:00 a.m., Thursday, September 10, 2010, CEDIA may occupy or cause said space to be occupied as it may deem best in the interest of CEDIA without in any way releasing the exhibitor from any liability hereunder. Furthermore, if Exhibitor does not occupy/staff the space, all rights of a CEDIA exhibitor will be revoked. Both the Exhibitor and CEDIA acknowledge that CEDIA will sustain certain losses if the Exhibitor cancels its Exhibit Space Contract after it has been assigned space. Even though CEDIA will exercise its best efforts to resell the canceled space, the parties agree that CEDIA nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following amounts as liquidated damages in the event that the Exhibitor cancels its exhibit space on or within the time periods specified below. All cancellations must be submitted in writing and liquidated damages will be determined as follows: **No refund of the deposit will be given.** If a cancellation is received prior to **July 1, 2010** a refund will be issued for the amount paid, less the 25% deposit. No refunds of the entire amount paid will be provided for cancellations received on contracts dated after July 1, 2010. No refund will be provided for cancellations if the space is not rented to another exhibitor regardless of date of notice. Nonrefunded deposits and payments are not applicable toward payment for space at future shows. Cancellation refunds will be processed beginning October 1, 2010. Any hotel rooms, meeting space and/or suites reserved through CEDIA EXPO Housing are automatically cancelled when the cancellation form is received. Manufacturer Product Training is automatically cancelled as well.

Cancellation by CEDIA: Exhibitor's space may be canceled by CEDIA for failure to pay balance when due. In the event space is canceled by CEDIA, all prior payments on account will not be returned and CEDIA may lease such canceled space to another exhibitor at its discretion.

It is the policy of CEDIA to limit exhibit space rental to suppliers of products and services used by Residential Electronic Systems Professionals. Exhibitors shall confine their displays to products which are: 1) regularly manufactured by them, or 2) sold exclusively by them, or 3) custom made for them and not exhibited by the original manufacturer, or 4) working components in a display of a system sold by them. CEDIA reserves the right to order withdrawn from display any items which, in its opinion, do not comply with these requirements. CEDIA further reserves the right to reallocate space in the interest of a better showing of exhibits or for any other reason.

Space Reduction: A penalty of 25% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space requested will be charged on any reductions requested after July 1, 2010. Furthermore, the exhibitor will be responsible for the entire cost of the originally assigned exhibit space if the original space is not rented to another exhibitor regardless of date of notice.

Shared Space/Directory Listing: Only the name of the Exhibitor which appears upon the face of this contract may be placed in the booth and in the Show's printed list of Exhibitors. It is further agreed that the Exhibitor shall not assign, share or sublet any part of its exhibit space without the express written consent of CEDIA. If CEDIA management approves a request for shared space and/or additional directory listings, CEDIA must receive an additional, signed application from each manufacturer. CEDIA maintains the exclusive right to publish and distribute the list of Exhibitors; however, a publisher may include the list of Exhibitors as part of an ongoing publication. As a service to Exhibitors, CEDIA will identify each Exhibitor (who completes the necessary directory listing form) in the official show directory; however, CEDIA will incur no liability for any errors, omissions or format changes in the directory.

Regulations - It is further agreed that all CEDIA conditions and regulations are made a part hereof as though fully incorporated herein. CEDIA shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of said Exhibitor shall be as though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of permitted use of exhibition space or concerning the interpretation of any of the rules or regulations which are a part hereof, the decision and interpretation of CEDIA shall be final and the Exhibitor hereby agrees to abide by said interpretation which, if requested, shall be in writing. No agreement with reference to the matters herein contained shall become a part hereof, unless duly endorsed hereon. It is further agreed that in case said premises shall be destroyed by fire or the elements, or by any other cause, or in case of Government intervention or regulation, military activity, strikes, or any other circumstances shall make it impossible or inadvisable for CEDIA to hold the EXPO or portion thereof at the time and place herein provided, then and thereupon this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the prorated return of the amount paid after deduction of actual expenses incurred in connection with the EXPO and there shall be no further liability on the part of either party.

Operations of Exhibits - Exhibits must be designed and operated in a manner that respects the rights of other Exhibitors and visitors. CEDIA reserves the right to prohibit promotional plans found objectionable. Booths must be staffed at all times during scheduled exhibit hours. Exhibitors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent, or trademark. Unless prior written permission is received from Show Management, booth personnel must be 18 years of age or older.

Literature, samples, and giveaways must be disbursed from within the assigned exhibit space. No demonstrations or promotions shall be permitted outside of the assigned space. No refunds will be provided for badges when an exhibitor person, firm, hired staff, or organization is asked to leave the premises. No exhibitor person, firm, or organization shall distribute advertising materials in the halls, corridors, or in any way occupy or use the facility for any purpose inconsistent with Show Management's Regulations. Exhibitors will not be allowed to project images onto aisles, ceilings, walls, or any other surface outside the assigned exhibit space.

Policy on Selling - Over the counter sales (i.e. cash, check and/or credit cards) are not permitted. Only bona fide business orders for future delivery may be taken.

Video - Show Management reserves the right to exclude the showing of film or other material in the exhibit area which are deemed objectionable, including explicit or simulated sex and nudity, bloodshed or mutilation. Show Management will disconnect the electricity of or exclude from the Show, any Exhibitor deemed to violate this rule.

Noise Abatement Policy - A noise level that is not prohibitive to conducting business will be enforced on the exhibit floor. Exhibitors demonstrating audio equipment of any type in an open display should use a sound chamber or acoustically contained area to restrict sound levels from intruding on adjacent exhibits. Demonstrations found to be objectionable due to noise level will be closed down on the third warning. Exhibitors are responsible for supervising the actions of all visitors and employees operating display equipment located in their exhibit area.

Food Service - Food and beverage consumed or distributed in the exhibit facility must be purchased through the authorized in-house service supplier.

Liability and Insurance - The Exhibitor and its authorized contractors agree to carry personal and property damage liability and worker's compensation insurance and to indemnify and hold harmless CEDIA, the exhibit facility and their contractors, officers and agents and employees against all claims, losses, suits, damages, judgements, expenses, costs, and charges of every kind, including attorney fees resulting from its occupancy of the exhibit space contracted for by reason of personal injuries, death or property damages sustained by any person or others.

Responsibility of Property - In no case will CEDIA be responsible for theft, loss or damage to exhibitor's product or booth. Exhibitor agrees that it is wholly responsible for protecting its property on and off Show premises. Exhibits are encouraged to have guards or security cages and should insure their property (from the time it leaves their warehouses until it returns) at their own expense.

Receipt and Removal of Freight - All freight must be plainly marked with the Exhibitor's name and booth number and must be prepaid. All freight must be received and delivered to the exhibit area by qualified union labor.

Removal of Freight - No exhibit or portion thereof may be removed from the exhibit facility during the Show. Only Exhibitors showing proper exhibitor credentials and personal identification will be permitted to take merchandise out of the facility. If any Exhibitor fails to remove its freight in the allotted time, CEDIA reserves the right, at the Exhibitor's expense, to ship the freight through a carrier of its own choosing or to place same in a storage warehouse.

Exhibit Construction, Decoration, Signs, Etc. - Exhibitors are solely responsible for the safety of their exhibits. The Exhibitor and its display company remain solely liable for the safety of their exhibit. Exhibitors must comply with all regulations published by CEDIA, laws, regulations, and ordinances in force in the exhibit facility, its city and state, and the United States.

Special Electrical, Cleaning, Catering Services, Etc. - For insurance, safety and security purposes, electrical, cleaning, catering, sign hanging, drayage, and other special services needed by individual Exhibitors are provided only when the Exhibitor orders and agrees to pay for them from the exclusive suppliers authorized to provide such services listed in the Exhibitor Manual.

Floor Plans - CEDIA publishes floor plans that are provided by the exhibit facility and are believed to be correct. CEDIA encourages Exhibitors to verify these floor plans directly with the exhibit facility.

Americans with Disabilities Act - Exhibitors must be in full compliance with The Americans with Disabilities Act.

Amendments - CEDIA shall have full power to make or amend these rules.

Height Restrictions

Standard/Linear Booth - Maximum height is 8 feet. This 8 foot height may be maintained up to a distance of 5 feet forward from the back wall of your booth. The remaining front 5 feet may not exceed 4 feet in height.

Peninsula Booth backed by a row of standard booths - The back wall is restricted to four feet (4') high within five feet (5') of each aisle, permitting adequate line of sight for the adjoining Linear Booths. Sixteen feet (16') is the maximum height allowance, including signage for the center portion of the back wall.

Peninsula Booth backed by another Peninsula Booth (Split Island Booth) - Maximum height in all areas of booth is 16 feet.

Island Booth, smaller than 20x20 - Maximum height is eight feet (8') in all areas of your booth. Pipe and drape will be placed on three sides of the space, unless you request the space be open on all four sides. If you request the space be entirely open on all sides, the height maximum extends to 20 feet in all areas of your space.

Island Booth, 20x20 or larger - The maximum height for all island booths may be 20 feet in all areas of your booth. There are no limitations on the number of solid walls for your island booth although we do ask that you be courteous to your neighbors.

Sound Rooms - The maximum height of twenty feet (20') is allowed only in the rear half of the static display area, with a four foot (4') height restriction imposed on all materials in the remaining space forward to the aisle.

Hanging Signs - You **MUST** stay within the footprint of your rented booth space with no minimum or maximum height requirements for your sign. Hanging signs approved only for exhibitors with a 20' x 20' or larger island booth, where all sides of the booth are 20' or longer. Hanging signs are permitted in sound rooms but they must not protrude into the front 4' of the static display area.

Carpet - Carpet is mandatory for ALL booths. Booth carpet must extend to the aisle. If gaps exist, the Service Contractor will install carpet at the exhibitor's expense.

Displays with Unfinished Sides/Surfaces - All exposed parts of displays and/or equipment must be appropriately finished or covered in a professional manner so they do not present any unsightly appearance when viewed from adjoining booths or aisles. Show management may order masking drape at the exhibitor's expense where it is deemed necessary.

Pipe & Drape - Must be CEDIA show colors.

Third Party Contractors - Must provide a certificate of insurance to CEDIA and the General Service Contractor (Champion Exposition Services). Champion Exposition Services will add the \$150.00 EAC fee, per exhibit, to your show invoice.

Display Vehicles & Trailered Exhibits - Display vehicles and trailered exhibits will be billed at the crated cwt rate with a 50% discount if their target date and time is met and the equipment is moved in under its own power or tractor. Some situations may require the owner/driver to operate the vehicle during placement and departure but due to insurance liabilities a Champion employee must be in the vehicle and spotters will direct to booth space. Display vehicles and trailered exhibits will be billed at the uncrated / additional handling cwt rate with a 50% discount if they do not meet their target time and date or Champion has to supply a power unit (tractor, forklift or man power to push) or additional Champion labor is needed to get a correct placement in the booth. Many times with large units it is necessary to adjust the placement with forklifts to achieve the degree of accuracy needed. Giveaway vehicles are subject to the spotting fee of \$150. All vehicles part of an exhibit or giveaway may have a maximum of one-half tank, not exceeding two (2) gallons, of fuel in the tank. A gas cap must be in place or the tank must be adequately sealed off. Battery cables must be disconnected and taped to avoid sparking.