



important instructions Please print or type this contract. Fill in all sections of this contract. Make checks payable to WSA and keep copy for your records. Mail original of this signed application & contract with 50% deposit to: WSA/August 2006 Show, 15821 Ventura Boulevard, Suite 415, Encino, CA 91436

step 1: company information Print or type clearly. This contract information will be posted to the exhibitor listings on the WSA website and show directories. If this is not the contact information you want listed, please indicate alternative information in the area provided on the right side of this section.

COMPANY		CONTACT NAME/CONTRACTING EXHIBITOR	
STREET ADDRESS (PO BOX ADDRESSES ARE NOT ACCEPTABLE)		CITY / STATE / COUNTRY / ZIP OR POSTAL CODE	
TELEPHONE	FAX	EMAIL	
COMPANY NAME/BRAND TO APPEAR ON FLOOR PLAN		ALTERNATIVE ADDRESS/PHONE/EMAIL FOR LISTING	

The company and address information listed here will be used to mail the Exhibitor Service Manual & all Executive/Company Personnel badges.

Please check the following boxes that apply to your products — this info will determine booth location category.

	Men's	Women's	Children's	Handbags/Accessories	Please rank the following top three categories in which you wish to be placed within the WSA Show (1 being first choice). Rank 1 – 3 only.
Wholesale Price					
First Cost					
Under \$30					
\$30-\$59					
\$60-\$99					
\$100-\$149					
\$150-\$199					
\$200+					
% of Business					In order to better categorize your products, please include a current catalog or line sheet with contract.

step 2: booth size Show management will attempt to honor choices in order of preference, however, final decisions regarding assignment are at the discretion of Show Management. (Each Booth Unit is 10' x 10' = 100 SF)

Size: Square Feet	Dimensions: Length	x	Dimensions: Width	=	Total square Feet	Booth Cost: \$11/SF
1st choice:						
2nd choice:						

step 3: show guide listing List brand names below for directory listing.

1. _____ 2. _____
 3. _____ 4. _____



august 1-4, 2006

show exhibitor contract

mandalay bay convention center & sands expo · las vegas, nevada

Company Name: _____

step 4: authorization & payment terms

Booth Space Fee \$_____ (50% due with contract — due 9/9/05)

Directory Ad \$_____ (\$1000/full page until 5/15/06. \$2,500/full page after this date.)

SUBTOTAL \$_____

Credit Card/Wire Service Fee \$_____ (The credit card surcharge is 3%. The wire service fee is \$20. BOTH ARE NON-REFUNDABLE.)

TOTAL: \$_____ (Balance due on/before 4/1/06)

Please include a Credit Card Authorization Form or a check drawn on US bank.

step 5: execution & acceptance Exhibitor hereby acknowledges they have read and understand the terms and conditions for exhibiting at the WSA Show as set forth in the Exhibitor Rules and Regulations attached hereto, which are integral to and incorporated by reference in full into this Contract. Return completed contract with 50% deposit, product catalog and other required items to: **WSA/August 2006 Show, 15821 Ventura Boulevard, Suite 415, Encino, CA 91436, telephone 818.379.9400, facsimile 818.379.9410, www.WSAShow.com**

Authorized Signature _____

Printed Name _____

Date & Title _____

Accepted by WSA Official _____

WSA Official Signature _____

CREDIT CARD AUTHORIZATION FORM		A 3% surcharge will be added for all credit card transactions.	
COMPANY	CARDHOLDER NAME		
CREDIT CARD NUMBER	EXPIRATION DATE	V CODE	
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> American Express		(v code is the additional three digits on the back of card VISA and MC only)	
TOTAL AMOUNT \$ _____ (must include 3% surcharge for credit card paymenets)		AUTHORIZED SIGNATURE _____	

wire transfer instructions:

Wells Fargo Bank, Encino, CA 91436.
 Routing #: 121000248 Acct #: 0029140290 Swift #: WFBIUS6S

Company Name: _____

Acceptance:

The person signing this Contract represents and warrants that they are competent and have the necessary power, consent, and authority to execute and deliver this Contract on behalf of Exhibitor, and legally bind the Exhibitor to all of the terms and conditions as set forth herein upon the express acceptance of this Contract and the accompanying deposit by the World Shoe Association as evidenced by a formal confirmation sent to Exhibitor. Exhibitor understands that any change in the information in this Contract must be made in writing and expressly accepted by the WSA. Yes, by signing below the undersigned consents and agrees to receive A: faxed advertisements sent by or on behalf of WSA B: telephone solicitations initiated by or on behalf of the WSA and C: electronic mail messages sent by WSA or its affiliates.

Read entire contract & wsa show rules and regulations:

The following rules and regulations ("Rules and Regulations"), the Exhibitor Services Manual, schedules, or any amendments to the same are integral to and incorporated by reference into this Exhibit Space Contract, ("Contract"). The Exhibitor Services Manual also contains information on drayage services; delivery and storage of shipments; construction and booth labor to be supplied by the Official Contractor; rental of furniture; additional services and show information necessary to aid Exhibitors (as defined herein). An Exhibitor Services Manual will be mailed to each contracted Exhibitor. All Exhibitors and their representatives participating in "WSA Show" August 2005 are required to comply with the Rules and Regulations as started herein. THEREFORE, in consideration of the promises and the mutual covenants contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: RULES AND REGULATIONS.

1. Defined Terms:

The term "WSA Show" means the WSA® Show August 2006, currently scheduled to be held on August 1-4, 2006 (the "WSA Show Dates") in Las Vegas, Nevada, USA. The WSA Show is owned, sponsored, produced, and managed by the World Shoe Association, Inc. ("WSA"). As used hereinafter, the term "Show Management" means, WSA and each of its respective officers, directors, staff, agents, affiliates, representatives, and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space at the WSA Show and agreed to enter into the Contract upon acceptance by Show Management in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. WSA and Exhibitor are collectively referred to in this Contract as the "Parties" and "Party" in the singular. The terms "Facility" or "Facilities" means the venue where the WSA Show will be held including but not limited to the Mandalay Bay Convention Center, the Sands Expo Convention Center, the Venetian Resort and Casino, and any other venue used by Show Management for the WSA Show.

2. Qualifications of Exhibitor:

Show Management, in its sole discretion, will determine whether a prospective exhibitor is eligible to participate in the WSA Show. Exhibitor may be required to submit a description of the nature of their business and the items to be exhibited. The Show Management reserves the right to refuse to provide exhibit space to any company, individual or entity whose display of goods or products is not, in the opinion of Show Management, compatible with the general character and objectives of the WSA Show. Fraudulent Exhibitor registration or misrepresentation of status or products will be cause for removal from premises.

3. Products & Services Displayed:

Exhibitors may display only products comprising footwear, merchandise, equipment, apparatus, merchandising displays, technology for retailing, socks, footwear accessories, handbags, belts, gloves, scarves and other products or services relevant to the footwear and fashion accessories industry or as otherwise permitted at Show Management's sole discretion. Qualified Exhibitors must either be the manufacturer or a licensed dealer, distributor or representative of the product or service displayed. Each contracted Exhibitor is entitled to be listed appropriately in the official show material at Show Management's sole discretion. That listing will be either the Exhibitor of record or a legal D.B.A. (Doing Business As) submitted by the Exhibitor signing the Contract. No entity other than the contracted Exhibitor or a legal D.B.A. will be granted a listing in official show material. The Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents, unless Exhibitor receives the prior written approval of Show Management. Show Management will not be liable for any errors or omissions in the WSA Show Directory, attendee lists, websites or in any promotional materials. Exhibitors are prohibited from physically transferring goods sold at the WSA Show while on the exposition floor.

4. Compliance:

Official WSA Show badges must be worn by Exhibitors and all booth personnel at all times on WSA Show premises. Smoking is NOT PERMITTED anywhere within the Exposition Halls. Show Management reserves the right to reject, remove or prohibit any exhibit/display booth ("exhibit booth") in whole or in part, or any Exhibitor or its representatives if in the opinion of Show Management the exhibit or the activities of the Exhibitor or its representatives violates the Contract, the Rules or Regulations, Exhibitor Services Manual or are detrimental to the aims, goals and purposes of the WSA Show. Show Management prohibits abusive conduct and inappropriate behavior toward Show Management, attendees, guests or any affiliated representative of the WSA Show. Whenever possible, the Exhibitor will be given notification and reasonable time to correct the problem. If any exhibit booth or any Exhibitor or its representatives are removed from the WSA Show for violation of the Rules and Regulations or for any other stated reasons, the Exhibitor will have forfeited all exhibit space rental fees, registration fees or any other fees, and therefore not be entitled to any refunds, and will remain liable for any damages due to its actions.

5. Assignment of Exhibit Space:

All Contracts and required payments will be due on or before the Exhibit Space Application Deadline (as stated on the first page of the Contract), to qualify for the initial exhibit space assignment. All Contracts and payments received after the Exhibit Space Application Deadline will be assigned on a first-come, first-served basis. Show Management specifically reserves the right to assign exhibit space, change the floor plan or to move an Exhibitor to another exhibit space location, prior to or during the WSA Show, without prior notice, if Show Management, in its sole judgment and absolute discretion, determines that to do so is in the best interest of the WSA Show.

6. Contract Acceptance:

WSA's depositing of Exhibitor's Exhibit Space Contract deposit does not constitute acceptance of this Contract. If acceptance is not granted your exhibit space fee deposit will be returned in full. This Contract will only become binding and effective when (i) Exhibitor has signed Page 1 of this Contract, (ii) all Exhibit Space fees are paid as required herein, and (iii) Space assigned. Please be advised the final exhibit space specifics may be different from the Exhibitor's original requests.

7. Payment Policy:

A 50% deposit of all exhibit space fees must accompany Contracts received 121 days or more before the WSA Show's first move-in date. All Contracts received 120 days or less before the WSA Show's first move-in date must be accompanied by full payment of all exhibit space fees. All balances are due and payable 120 days or less before the WSA Show's first move-in date. Payment must be made by check drawn on U.S. Bank, wire transfer, or credit card. An additional non-refundable credit card service fee equal to 3% of the payment amount must be included for each payment made by credit

card. There will be a \$50 charge for returned checks; replacement payment must be made by money order, certified check, or sent by overnight courier.

8. Cancellation by Exhibitor:

Requests for cancellations must be received in writing by Show Management, with evidence of receipt. If Exhibitor cancels this Contract after it has been accepted by Show Management, Exhibitor will be assessed a Cancellation Fee, even if exhibit space is resold. Furthermore, Show Management reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new exhibit space. At Show Management's discretion, an Exhibitor may be required to move to a new location if it requests a downsizing of space. All Cancellation Fees are due and payable to Show Management within 15 days after receipt of written notice of your cancellation. The Cancellation Fee will be in accordance with the following schedule: a) If written notice of cancellation is received by Show Management more than 180 days before the WSA Show's first move-in date, the Cancellation Fee will be equal to 25% of total exhibit space fee. b) If written notice of cancellation is received by Show Management between 180 and 121 days before the WSA Show's first move-in date, the Cancellation Fee will be equal to 50% of total exhibit space fee. c) If written notice of cancellation is received by Show Management 120 days or less before the WSA Show's first move-in date, the Cancellation Fee will be equal to 100% of total exhibit space fee. Because these dates are related to the WSA Show date and not to the date of acceptance of the Contract by Show Management, these dates shall apply regardless of the date on which Show Management accepts this Contract. The parties agree the Cancellation Fee is being assessed as reasonable liquidated damages for the injuries Show Management will suffer as a result of Exhibitor's cancellation, and not a penalty. The parties understand that the withdrawal of the exhibit space reserved from availability at a time when other parties would be interested in applying for exhibit space, will cause Show Management to sustain damages. In this situation, Show Management's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date Show Management receives the notice. Show Management assumes no responsibility for having included the name of the cancelled Exhibitor or description of its products in the WSA Show directory, brochures, news releases or other material relating to the WSA Show. All refunds due will be paid no later than 60 days after the close of the WSA Show.

9. Cancellation by Show Management:

If Exhibitor fails to make a payment required by the Contract in a timely manner, Show Management may terminate the Contract, as well as Exhibitor's participation in the WSA Show without further notice and without obligation to refund monies previously paid. Show Management reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Show Management. Show Management is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as Show Management may deem best, and without releasing Exhibitor from any liability hereunder. Show Management may also terminate the Contract effective upon written notice of termination if Exhibitor breaches any of its obligations under the Contract, without any obligation on Show Management's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Show Management removes or restricts an exhibit booth, which Show Management considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

Please initial here: _____

Company Name: _____

10. Force Majeure:

If the Show is terminated for any reason beyond the reasonable control of Show Management, including without limitation acts of God, war, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, facility unavailability, lack of commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, epidemic, or any other comparable casualty or condition, Show Management is unable to fulfill its obligations under the Contract, Show Management may terminate the Contract, and Show Management will refund to each Exhibitor only the exhibit space fee previously paid by Exhibitor, 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 of Show Management to Exhibitor.

Additionally, if any part of the convention facility is damaged or if circumstances beyond Show Management's reasonable control make it impossible or impractical for Show Management to permit an Exhibitor to occupy or continue to occupy its assigned exhibit space location during any part of or the entire WSA Show, the Exhibitor will only be charged a pro-rated exhibit space rental fee for the period that the exhibit space was or could have been occupied by the Exhibitor, minus a share of costs, expenses and commitments required to recompense Show Management up to the time of terminating the WSA Show, in full satisfaction of all liabilities of Show Management to Exhibitor. Show Management shall retain all other fees previously paid by Exhibitor.

Notwithstanding the foregoing, Show Management reserves the right to cancel, re-name or re-locate the WSA Show or change the dates on which it is held. If Show Management changes the name of the WSA Show, re-locates the WSA Show to another event facility within the same city, or changes the dates for the WSA Show to dates that are not more than 30 days earlier or 30 days later than the dates on which the WSA Show originally was scheduled to be held, 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 the Contract. If Show Management elects to cancel the WSA Show other than for a reason previously described in this Section 10, Show Management shall refund to each Exhibitor its entire exhibit space rental payment previously paid, as full satisfaction of all liabilities of Show Management to Exhibitor.

11. Exhibit Booth Provisions:

Displays and exhibits should be designed and constructed to allow for set-up in island, in line or peninsula configurations. Each Exhibitor's booth must be designed and constructed in a manner that provides adequate area in the exhibit space to accommodate interested buyers. Any demonstration or activity which results in excessive obstruction of aisles, prevents ready access to a nearby exhibitor's booth, or creates a disturbance or safety hazard deemed by Show Management to cause a disruption or potential harm, shall be suspended for any periods specified by Show Management. Any Exhibitor utilizing a celebrity figure in their booth for a promotional purpose must notify Show Management prior to the Show of the dates and times of the celebrity's scheduled appearances. If Show Management, at its sole discretion, deems additional security personnel or measures are necessary, they will be implemented immediately at the Exhibitor's own expense.

12. Exhibit Space Occupancy:

Hours and dates for installing, occupying and dismantling exhibits shall be those specified in the Exhibit Services Manual. If Exhibitor fails to install its display in its assigned space as stated in the Exhibit Services Manual, or leaves its space unattended during the Exhibit hours, Show Management shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open and manned for business during WSA Show published exposition hours. Exhibitor may not dismantle the display until Show Management officially closes the WSA Show. Early dismantle - If an exhibitor dismantles early WSA will not permit that exhibitor to return to future WSA events. Should extraordinary events occur requiring early departure from an event the exhibitor must notify WSA show management on site and make arrangements for such an occurrence.

13. Exhibit Booth Promotions Restrictions:

Selling of samples prohibited during the WSA Show. Solicitation of buyers on the aisles or other public areas of the exposition hall or lobby areas is strictly prohibited. Exhibitors must limit and confine their activities, solicitation efforts and the distribution of promotional materials to the confines their exhibit space, unless otherwise previously approved by Show Management. Distributed literature must be related strictly to the products and/or services on display or directly available from the Exhibitor of record. Flashing or neon lighted signs or electronic displays or sound-emitting devices must be constructed or controlled in a manner that will not interfere with or constitute a nuisance to other exhibitors or attendees. Furthermore, Exhibitor agrees not to take advantage of the WSA Show to exhibit their products, or to promote or otherwise exploit their company, product or product name outside the Exposition Hall, conduct meetings or any activities which would conflict with the WSA Show's published hours.

14. Exhibit Space Booth Requirements:

Exhibitor must adhere to and be bound by: (a) all applicable fire, utility and building codes and regulations; (b) any rules or regulations of the Facility where the WSA Show is held; (c) the terms of all leases and agreements between WSA and the managers or owners of the Facilities; (d) the terms of any and all leases and agreements between WSA and any other party relating to the WSA Show, and (e) all exhibit space specifications and requirements as stated in the Exhibitor Services Manual.

The Exhibitor shall not, nor shall the Exhibitor permit others to do anything to the exhibit booth or do anything in the Facility where the WSA Show is held, or bring anything into the Facility, which would cause a difference in conditions from those previously approved by Show Management, its insurance carriers, or the owners or managers of the Facility, which will in any way increase premiums payable by any of such parties for fire, casualty, liability or other insurance on the facility or any property therein. Exhibitor agrees to pay, on demand by any such parties, any increase in premium cost or surcharge resulting from a violation of this Section.

15. Exhibitor Appointed Contractors:

Exhibitor may use an Exhibitor Appointed Contractors ("EAC") as set forth herein and the Exhibitor Services Manual. Exhibitors are required to sign and return "Request To Use An Exhibitor-Appointed Contractor" Request Form only if using a non-official contractor, i.e. not one of the contractors listed in the Exhibitor Services Manual as "Official Service Contractors." Any Exhibitor Appointed Contractor, as an agent for the Exhibitor, present in a Facility during the WSA Show, must adhere to and will be bound by the Rules and Regulations and other terms and conditions as stated in the Exhibitor Services Manual, and must comply with all insurance requirements as stated in the Contract separate and apart from the Exhibitor's insurance requirements as stated in the Contract. Exhibitors will be responsible for ensuring that their Exhibitor Appointed Contractors have adequate insurance coverage as specified herein and will be liable for the conduct of everyone they appoint or perform services pursuant to such appointments. More information on Exhibitor Appointed Contractors will be available in the Exhibitor Services Manual. Exhibitors using other than official decorator and drayage contractor for the installation and dismantling of display material only, must hire union personnel or secure labor through the official contractor. The names of any Exhibitor Appointed Contractors to be used by Exhibitor must be sent to: WSA, 15821 Ventura Boulevard, Suite 415, Encino, California 91436, fax (818) 379-9410, not less than 30 days prior to the WSA Show's first move-in day. Show Management retains the right, at its sole discretion, to prohibit or remove an Exhibitor Appointed Contractor from a Facility for non-compliance of the Rules and Regulations or Breach of the Contract.

16. Security & Safety:

Show Management will provide the services of a reputable security agency within the exhibit area during the period of move-in, show, and move-out for general safety and security purposes only. The security services provided by Show Management are not intended, nor are they to be interpreted by the Exhibitor in any form whatsoever, as a guarantee by Show Management or the Facilities against any loss, theft or damage to the Exhibitor or any of

Exhibitor's property. All items brought into the Facilities are done so at the Exhibitor's own risk. The Exhibitor is solely responsible for the security and safeguarding their exhibit booth and its contents at all times. Exhibitors may furnish additional guards at their own cost and expense after obtaining prior written approval from Show Management.

17. Minimum Age of Attendees:

In order to maintain the business atmosphere that our buyers and exhibitors deserve and demand children under the age of 18 years old are prohibited from attending the WSA Show and special events. No one under the age of 18 years old is permitted on the exposition floor during move-in and move-out.

18. Insurance:

Exhibitor and their Exhibitor Appointed Contractors (whenever EAC services are provided to an Exhibitor in a Facility), at their own expense, are individually required to secure and maintain insurance coverage as stated in this Section 25 through the duration of the WSA Show, including move-in, show days and move out days. All such insurance will be primary of any other valid and collectible insurance of Exhibitor and will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section. (a) Worker's Compensation Insurance to the statutory limits; (b) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (c) 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 occurrence, and \$5,000,000 with respect to damage of property and coverage for, contractual, copyright infringement, operation of mobile equipment, products and liquor liability; (d) 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 bodily injury and \$500,000 for property damage. (e) Above required policies must name as "Additional Insured": (1) WSA and its respective members, officers, directors, agents and employees and (3) each Facility and its respective members, officers, directors, agents and employees. (f) Exhibitors agree to maintain such insurance that will fully protect, indemnify, hold harmless and defend WSA, and the Facilities and their respective members, officers, directors, agents and employees from any and all claims of any nature whatsoever, including attorney's fees, which may arise due to the actions of negligence of the exhibiting firm or their employees or members, contractors, subcontractors or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation or dismantling of the Exhibitor's display. (h) Above required policies may not be canceled without 30 days advance written notice to Show Management.

An "A" Rated insurance carrier authorized to transact business in the State of Nevada must issue the insurance coverage required. Exhibitor shall, provide Show Management with a Certificate of Insurance (and complete copies of policies requested) and Additional Insured Endorsement documentation not less than thirty (30) days prior to the first move-in of the WSA Show. Failure to provide the satisfactory Certificate of Insurance and the Additional Insured Endorsement document shall result in the cancellation of the Contract, loss of Exhibitor's exhibit booth space and forfeiture of all payments.

19. Permits:

The Exhibitor is required to have all and any business licenses, and other permits that are needed for their operation. It is the sole responsibility of the Exhibitor to collect all applicable taxes and remit it to the appropriate authorities as required by law for any sales transactions made during the WSA Show.

Please initial here: _____

Company Name: _____

20. Music Licensing & Use of Copyrighted Works:

The 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 WSA Show. The Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means, by or on behalf of the Exhibitor at WSA Show related activity unless the Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designer (e.g., ASCAP, BMI or SESAC) for this use. The Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees.

21. Indemnification for Use of Copyright Material:

The Exhibitor agrees to indemnify, defend and hold harmless WSA, and each Facility and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements of copyright, patent or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party.

22. Lotteries & Contests:

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable federal, state and local laws and ordinances in the State and City where the WSA Show is being held. The Exhibitor agrees to accept full and complete responsibility for complying with and adhering to all applicable federal, state and local laws, ordinances and regulations pertaining to lotteries and contests.

23. Photographs, Publicity Material, Radio & Television & print media:

Photography is prohibited on the exposition floor at all times (except photographs taken by Exhibitor of its own exhibit). WSA Management must be advised in writing when Exhibitors desire to use still or sound movies, transparencies, amplified record, televisions or radios, etc. WSA reserves the sole right to use any photographs, recordings, electronic images or publicity material received by or obtained by Show Management in the course of the WSA Show, for whatever use deemed proper by Show Management. WSA retains the exclusive right to include photographic, video and other visual portrayals of attendees, any Exhibitors and their booth including its contents, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to the Exhibitor, and all rights titled and interest bearing (including all worldwide copyrights therein) will be WSA's sole property, free of any claims of the Exhibitor or any persons deriving any rights or interest from the Exhibitor.

24. ADA Compliance:

The Exhibitor shall have the sole responsibility for ensuring that the exhibit space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. The Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless, defend and indemnify WSA and its directors, officers, employees, agents and representatives against any claims, damages, loss or exposure, including reasonable attorney's fees and costs, arising out of or related to any ADA violation or alleged ADA violation.

25. Damage to Exhibitor Property:

If damage occurs to an Exhibitor's booth by another Exhibitor, the involved parties are responsible for resolving the dispute and all damages incurred.

26. Limitation of Liability:

EXHIBITOR ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR ALL DAMAGES OR LOSS TO WSA, THE FACILITIES, PERSONS OR IT OWN PROPERTY OR THE PROPERTY OF OTHERS THAT OCCUR AS THE RESULT OF THE NEGLIGENCE OR ANY ACTIONS OF EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS THROUGH THE DURATION OF THE WSA SHOW. EXHIBITOR AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW WSA AND THE FACILITIES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO EXHIBITS, OR MATERIALS, GOODS AND WARES (COLLECTIVELY "PROPERTY") BELONGING TO EXHIBITOR, AND THEY ARE RELEASED FROM LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY TO PERSON OR PROPERTY OF THE EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS, RESULTING FROM FIRE, STORMS, WATER, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, MYSTERIOUS DISAPPEARANCE, BOMB THREATS OR ANY OTHER CAUSES WHATSOEVER.

IN NO EVENT WILL SHOW MANAGEMENT, OR THE FACILITIES 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 APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. SHOW ORGANIZER'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE WHATSOEVER WILL NOT EXCEED THE AMOUNT ACTUALLY PAID TO SHOW ORGANIZER BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS CONTRACT. SHOW ORGANIZER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT OR REGARDING ANY OTHER MATTERS.

27. Indemnification:

The Exhibitor will indemnify, defend (with legal counsel satisfactory to Show Management), and hold harmless WSA, its sponsors, the Facilities and their respective owners, directors, officers, employees, members, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs and charges related to or arising out of Exhibitor's non-compliance with or breach of the Contract, the Rules and Regulations or the terms and conditions set forth in the Exhibitor Services Manual, claims of property or personal injury 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 the EXHIBITOR or any of its officers, employees, agents, or representatives, excluding liability caused by the sole negligence or willful misconduct of WSA, its sponsors and their respective owners, directors, officers, employees, representatives and agents.

28. Assignment:

The Exhibitor shall not sell, assign, transfer, nor convey the Contract or assign, sublet or permit its exhibit space, or any part thereof, to be used by another, or allow any use of the premises other than that specified in its accepted application, unless Exhibitor receives prior written approval from Show Management. Any attempted sale, assignment, transfer, conveyance of the exhibit space, or any part thereof in violation of this Section will be voidable at the option of Show Management, entitling Show Management to terminate

the Contract and making Exhibitor liable for all damages incurred by WSA. If such sale, assignment, transfer is approved by Show Management, the Contract and the Rules and Regulations and the terms and conditions set forth in the Exhibitor Services Manual will be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties.

29. Compliance with Show Management Decisions:

Any and all matters or questions, not specifically covered by the Rules & Regulations shall be subject solely to the decision of Show Management. Show Management reserves the right to make changes, amendments and additions in the Rules and Regulations and in the Exhibitor Services Manual, or in update bulletins at any time, without prior notice. All charges, amendments and additions so made shall be binding on the Exhibitor with the provision that all Exhibitors will be advised of any such changes. Further, the Exhibitor agrees that Show Management will have full power in a matter of interpretation, amendment and enforcement of all Rules and Regulations, and in all instances Show Management's rulings will be final.

30. Dispute Resolution:

The Exhibitor and WSA agree that all disputes and matters whatsoever arising under, in connection with or related to or the breach of any provision of the Contract shall be interpreted in accordance with the laws of the State of California. In connection with any litigation, Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Orange County, California, USA to the exclusion of the courts of any other state, territory or country.

31. Interest & Collection Fees:

The Exhibitor agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances to WSA. Additionally, the Exhibitor agrees to pay any collection costs, including but not limited to court costs, collection fees, and reasonable attorney's fees, incurred by WSA in enforcing the Contract or the Rules and Regulation.

32. Relationship of the Parties:

The Contract shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between WSA and the Exhibitor.

33. Entire Agreement:

This Contract, Rules and Regulations, Exhibitor Services Manual and any amendments and schedules referred to herein constitute the complete, and exclusive statement of the terms of the agreement between WSA and the Exhibitor pertaining to the WSA Show. All waivers of any provision of the Contract or the Rules and Regulations must be made in writing and signed by Show Management. If any portion of the Contract will be determined to be invalid, then that portion will be considered severed from the Contract and all remaining portions will remain in full force and effect. In the WSA Show of any conflict, inconsistency, or incongruity between any provision of the Contract and any provision of the Rules and Regulations or the Exhibitor Services Manual, the provisions of the Contract shall govern and control. Paragraph headings have been inserted for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Contract. All rights and privileges granted to the Exhibitor under the Contract and the Rules and Regulations any subsequent amendments are subject to and subordinate to the master leases between WSA and the Facilities.

Please initial here: _____