



**2010 EXHIBIT SPACE AGREEMENT**  
**Exhibits April 19-24, 2010**  
**Indiana Conventon Center & Lucas Oil Stadium Indianapolis, IN**

Exhibitor named below hereby applies for exhibit space at the Exhibition described above. Enclosed with this form is a deposit for 50% of the total booth/space rental. By signing below, Exhibitor agrees that this deposit is **NON-REFUNDABLE**. If the 50% deposit does not accompany submission of this form, Exhibitor agrees to pay such deposit within thirty days of invoice. Exhibitor also agrees to pay the remaining 50% fee on invoice and not later than January 21, 2010. **WITHOUT REFUND** except as otherwise expressly stated in Section 9 on the back of this form.

Exhibitor name: \_\_\_\_\_

Physical address (for shipments): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City/state/country/zip (postal code): \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact for exhibit arrangements: \_\_\_\_\_ Title: \_\_\_\_\_

*(NOTE: Contact listed above will receive all correspondence regarding FDIC 2010, including the Exhibitor Service Kit)*

Additional Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Exhibitor's signature below signifies that Exhibitor has read, understands, and agrees to be bound by all the terms and conditions on the front and back of this form (including the EXHIBITION RULES, REGULATIONS AND ADDITIONAL CONDITIONS, which constitute part of this Agreement). Also, by signing below, Exhibitor acknowledges that if Exhibitor has deemed it necessary or desirable, Exhibitor has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of this form.

Signer's full name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BOOTH FEES and INCENTIVES:**

	<b>Advertiser</b>	<b>Non-Advertiser</b>
From 100 - 2000 sq. ft.	\$ 18.50 per sq. ft.	\$26.25 per sq. ft.
From 2001 and over	\$ 15.50 per sq. ft.	\$22.50 per sq. ft.
Outside Demo Area – Capitol & Maryland	\$ 15.00 per sq. ft.	\$16.00 per sq. ft.

Square Feet \_\_\_\_\_ Dimensions: \_\_\_\_\_

(In addition to the exhibit space above, a compulsory enhanced listing on the FDIC interactive online community will be charged at a flat rate of \$290.00. The basic package includes (1) Online - up to 5 product descriptions and categories, a 35 word company description, company logo, and full contact information and provide an opportunity for you to communicate with potential customers before, during and after the event.)

**Enhanced Exhibitor Listing Upgrades: (please check appropriate box. Price is flat fee.)**

**Platinum Package \$1,025** (includes basic package, plus (1) online – 10 product listings and categories, 10 uploads and links, “new promotion” category for 2 products, 500 word company description, and (2) official show guide – bold text 150 word company description)

Exhibit space cost: _____ + Enhanced Listing Cost: _____ = Total Cost \$ _____
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**Method of payment:** Please check appropriate box.

Check     Wire Transfer     Credit Card:     VISA     MasterCard     AMEX     Discover

**Mailing Address for Checks:** PennWell Corporation, 21428 NETWORK PLACE, CHICAGO, IL 60673-1214, USA Please indicate event & invoice number

**Please send wire transfer payments only to:**

JPMorgan Chase Bank NA, ABA#021000021 SWIFT Code: CHASUS33, Acct#1009752

**Please send non-US wire transfer payments only to:**

JPMorgan Chase Bank N.A., UK SWIFT Code: CHASGB2L; Account Name: PennWell Corporation  
 US Dollars Account Number: 77033003; Euro Account Number: 77033001; GBP Account Number: 77033002

Credit Card Number     Expiration Date  /

Full Name (as it appears on card): \_\_\_\_\_

By signing below, Card Holder acknowledges that he/she has read the front and back of this form, and agrees to be bound by all its terms and conditions. Card Holder's signature also acknowledges that if Card Holder has felt it necessary or desirable, Card Holder has asked about anything unclear, illegible, or unreadable in this form (front and back), and has obtained answers that Card Holder regards satisfactory. Card Holder authorizes (and agrees not to dispute) charges up to the amount of this agreement at anytime from the date of submission of this form through the closing of this Show.

Card Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return To: FDIC 2010, 21-00 Route 208 South Fairlawn, NJ 07410

**For use by Show Management only:**

Date received: \_\_\_\_\_ Amount received: \$ \_\_\_\_\_ Amount due: \$ \_\_\_\_\_

Customer #: \_\_\_\_\_ Booth assigned: \_\_\_\_\_

Accepted for FDIC 2010

By: \_\_\_\_\_ Printed Name: \_\_\_\_\_

# EXHIBITION, RULES, REGULATIONS & CONDITIONS



**Exhibits April 19-24, 2010**  
**Indiana Convention Center & Lucas Oil Stadium**  
**Indianapolis, IN**

**1. Offer and Acceptance.** Exhibitor's submission of the 2010 Exhibit Space Agreement form, with or without a deposit, shall constitute an offer from Exhibitor to enter into such Agreement with PennWell Corporation, acting through Fire Group ("PennWell" or "Show Management"). Such offer can only be accepted by PennWell's signing such Agreement at PennWell's place of business in Fairlawn, NJ USA. After signing in Fairlawn, NJ USA, PennWell will send to Exhibitor a fully-signed copy of the one-page (front/back) Agreement document, which sending shall constitute PennWell's acceptance and cause the Agreement as a whole to become effective.

**2. Arrangements of Exhibits.** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with these Exhibition Rules and the regulations set forth in the Exhibitor Service Kit must be submitted to Show Management before construction is ordered and/or begun. The Exhibitor Service Kit will be supplied to Exhibitor approximately four months before the Exhibition. With or without prior inspection, Exhibitor understands that by signing the Agreement form, Exhibitor agrees to be bound by the Exhibitor Service Kit, which shall form part of the Agreement.

**3. Soliciting/Photographs.** Exhibitor is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Exhibitor's booth, and (ii) literature, souvenirs, or other items that are other than Exhibitor's own materials; in each case, unless Exhibitor has obtained Show Management's prior written approval. These prohibitions apply before, after, or during Exhibition hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid exhibitor is strictly forbidden. Exhibitor is prohibited from taking photographs of other exhibits or other aspects of the Exhibition, without Show Management's prior written approval. Exhibitors may photograph only their own booth(s).

**4. Exhibitor Personnel and Others.** Technical specialists, qualified to discuss engineering details of their products, must man booths at all times during Exhibition hours. Show Management reserves the right to prohibit an exhibit or part of an exhibit that, in Show Management's sole discretion, may detract from the character or nature of the Exhibition.

**5. Remedies.** If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Exhibitor has received written notice from Show Management specifying the breach, Show Management shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being rented by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and/or (iv) exercise any other remedy available by rule of law. "Reasonable time" means: (i) immediately in the case of any breach occurring during the Exhibition; (ii) 24 hours, in the case of any failed payment and (iii) 5 days, in the case of any other breach. In addition, Show Management may keep any and all monies received from Exhibitor as liquidated damages, it being understood that PennWell's losses and damages from Exhibitor's breach of the Agreement as well as a precise value for services provided by PennWell prior to the conclusion of the Exhibition are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty. Upon cancellation of the Agreement, Show Management may (without prejudice to any other available remedy) rent Exhibitor's space to any other exhibitor, or use such space in any other manner as Show Management deems necessary, in its sole discretion, without any obligation to Exhibitor.

**6. Unoccupied Space.** If any of Exhibitor's space remains unoccupied on opening day of the Exhibition, Exhibitor shall be deemed to have abandoned such space. Thereafter, Show Management shall have the right to rent such space to any other exhibitor, or use such space in any other manner as Show Management deems necessary, in its sole discretion, without any obligation to Exhibitor. This Section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in the Agreement for space rental.

**7. Liability.** Neither Show Management nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's employees, invitees, licensees, or guests, or Exhibitor's property, from any cause whatsoever. Under no circumstances shall Show Management or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. Show Management shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor's booth or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of Show Management. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold PennWell, the exhibition hall, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitors agents, employees, independent contractors, or representatives, whether within or without the scope of authority. There is no other agreement or warranty between Exhibitor and Show Management except as set forth in this document and the Exhibitor Service Kit. The rights of Show Management under the Agreement shall not be deemed waived except through writing signed by an authorized officer of Show Management.

**8. Insurance.** For the term of the Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to Show Management. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. Show Management shall be added as an additional insured to such insurance. Exhibitor's insurer shall confirm to Show Management that such insurance cannot be cancelled or changed without thirty (30) days prior written notice to Show Management. Exhibitor agrees to provide Show Management a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition.

**9. Force Majeure.** In case the Exhibition hall is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for Show Management to permit Exhibitor to occupy the assigned space during any part or the whole of the Exhibition, then during such circumstances Show Management, the building management, and their respective privies will be released and discharged from the obligation to supply space, and Exhibitor will be reimbursed a proportionate share of the booth rental previously received by Show Management from Exhibitor. PennWell reserves the right to cancel, re-name, or relocate the Exhibition or change the dates on which it is held. If PennWell changes the name, relocates to another facility within the same city, or changes the dates for the Exhibition to dates that are not more than 30 days earlier or later than the dates originally scheduled, no refund will be due Exhibitor and PennWell shall assign to Exhibitor such other space as PennWell deems appropriate. In such case, Exhibitor agrees to use such space under the terms of the Agreement.

**10. Jurisdiction and Attorney Fees.** Should any legal action be commenced to resolve any dispute under the Agreement: (i) Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in Tulsa, Oklahoma (headquarters of PennWell), and agrees that no such action may be brought in a forum not located in Tulsa, Oklahoma; and (ii) the prevailing party shall be entitled to an award of litigation expenses, interest, and reasonable attorney fees, in addition to any other remedy obtained.

**11. Taxes and Licenses.** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Exhibitor's activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, use fees, or other charges that may become due to any governmental authority concerning Exhibitor's activities related to the Exhibition.

**12. Cancellations.** In the event that Exhibitor wishes to cancel some or all of its allotted exhibit space, Exhibitor may request and Show Management may grant such cancellation, but only with the following understandings: (i) all cancellations must be requested in writing and addressed to PennWell Corporation at the address below; (ii) Show Management is not required to refund any portion of moneys (the 50% deposit, full fee, or otherwise) previously paid by Exhibitor; (iii) if Exhibitor's cancellation request is received by Show Management after the Agreement has become effective, Exhibitor nevertheless agrees to pay the full fee based on the original space requirements, before such cancellation will become effective. Show Management assumes no responsibility for having included the name of Exhibitor in the Exhibition catalog, brochures, news releases, or other materials.

**13. Changes.** If Exhibitor requests an increase of its booth space after the Agreement has become effective, Show Management will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. If Exhibitor requests a change that leads to a net reduction of booth space from original requirements, such request shall be covered by Section 12 above.

**14. Other Matters.** The Exhibition is owned, managed, and produced by PennWell Corporation, acting through its Fire Group, whose main office is at 1421 South Sheridan Road, Tulsa, 74112 USA. All matters not expressly covered in the Agreement are subject to the reasonable decision of the Show Management, which decision shall be final.

By initialing below, Signer signifies that Exhibitor has read, understands, and agrees to be bound by all the terms and conditions set forth above.

\_\_\_\_\_(signer's initials) for \_\_\_\_\_

(Exhibitor)