

TERMS OF CONTRACT

1. Exhibitors

All exhibitors shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations, which may be established by Midwest Sports Management LLC.

2. Payments and Termination of Contract

If the terms of booth payments as set forth on this contract are not met, the rights of exhibitor to the space shall cease and terminate. Space can be reassigned - no refunds will be made. Upon cancellation of space, up to three months prior to show opening, 2/3 payment will be refunded. From three months to 46 days before opening, 1/2 will be refunded. During the last 45 days before show opening, no refunds will be made for any other reason.

3. Compliance with Laws and Regulations

Exhibitor agrees to obey all laws, ordinances and regulations governing the use of the Facility and to abide by the rules and regulations of the City Fire and Police Departments, and such other public officials whose duties may regulate exhibits. All decorative materials used in displays must meet the flame-proofing regulations of the Fire Department. No tacks, nails or screws may be driven into the walls or floors of the Facility. No tape, adhesives or pressure-sensitive stickers may be placed on the Facility walls or pillars. No signs may be taped to walls. No stickers, pressure adhesives, etc., or helium balloons may be distributed. Exhibitor cannot distribute food, including popcorn, and beverages in the Facility unless approved in advance by Midwest Sports Management LLC. Failure to comply with show regulations may result in exhibitor being dismissed.

4. Booth Construction and Equipment

Midwest Sports Management LLC will provide an exhibitor's identification sign and number for each exhibit space and where applicable 8-foot back drapes and 3-foot side drapes. Exhibitor shall arrange exhibits so as not to obstruct the general view of others. No signs, apparatus, construction, etc. may extend more than 8 feet above the floor in exhibitor's booth space. The exhibit may extend forward four feet from the rear wall at the 8-foot height, but further extension must be limited to a 3-foot height. Deviations from the 8' x 3' regulations as outlined above may be permitted with the approval of Midwest Sports Management LLC in cases where exhibit space constitutes a 4-booth (or more) "island" or along perimeters of exhibition floor where it will not obstruct or interfere with other exhibits. With prior approval of Midwest Sports Management LLC, exhibitor with a 4-booth (or more) island may hang a sign with a company name and/or logo to a maximum height of 16'. Signs must be set back from the back of the booth a distance equal to at least 25% of the booth's width. The exhibitor must finish or drape the back of unfinished or unsightly structures at own expense. No homemade signs may be displayed. All tables must be professionally skirted. Electricity, gas, water and special cleaning services are at exhibitor's expense.

5. Show Set Up/Tear Down

Midwest Sports Management LLC shall timely provide Exhibitor with all applicable set-up and move-out times as stated below. Exhibitor set-up times may vary in each show. **(All exhibits must be setup (1) one hour prior to the opening of the event.)** All exhibits must be removed from the facility three (3) hours after the completion of the event unless prior approval for an extension is granted by Midwest Sports Management LLC. **No displays are to be dismantled prior to the official closing of the event. All shipments of materials must be sent to official general service contractor (see exhibitor information kit). Exhibitor is liable for all storage and handling charges resulting from failure to remove exhibit material as and when required. All costs for freight movement, set up/tear down, and shipment charges, are the exhibitor's responsibility.**

6. Shipment/Freight

Do not ship any materials to the exhibit. Bulk exhibit materials must be shipped to the official general service contractor. See exhibitor information kit.

7. Use of Space and Aisles

All aisles must be kept clear. Interviews, demonstrations and distribution of literature must be done inside the exhibitor's booth space. Aisles will be cleaned each day by Facility personnel. Exhibitor must keep own space clean and vacuumed. Exhibit must be staffed during all show hours. No loud speakers will be allowed on the exhibit floor. Small sound amplification systems may be used, but the sound must be inoffensive to neighboring exhibitors. Lotteries, drawings, guessing games or prize contestants of any kind sponsored by individual exhibitors are subject to Midwest Sports Management LLC's approval and scheduling. No company can exhibit, pass out literature or put up a sign unless exhibitor has a contract for space with Midwest Sports Management LLC.

8. Sub-Leasing: Sharing

Exhibitor shall not sublet or assign its exhibition space or any portion thereof under any circumstances whatsoever. Exhibitor shall not share its exhibit space with any other person or entity without prior written consent of Midwest Sports Management LLC, which may be withheld for any reason. If Midwest Sports Management LLC agrees to permit such sharing, such person or entity shall be required to execute a copy of this agreement.

9. Rejection of Applicants and Exhibitor

Midwest Sports Management LLC reserves the right to reject any applicant for space at any time and reserves the right to regain possession of any space by refunding to the applicant or exhibitor amount paid for said space.

10. Changes in Booth Location

Midwest Sports Management LLC reserves the right to make such booth location changes as it deems in good faith to be absolutely necessary for the good of the show.

11. Liability and Insurance

Exhibitor is held responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire accident or other cause. Exhibitor is charged to maintain liability insurance with respect to both property damage and personal injury, doing business with companies of sound responsibility authorized to do business in the state where show is held. Security guards will be on hand during the show and move-in and move-out periods, and Midwest Sports Management LLC and Facility personnel will take all reasonable precautions to safeguard exhibitor's property; however, neither Midwest Sports Management LLC nor Facility will assume liability for loss or damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by exhibitor. The exhibitor shall indemnify Midwest Sports Management LLC and Facility and will hold them harmless from any complaints suits or liabilities resulting from negligence of the exhibitor in connection with the exhibitor's use of exhibit space. Exhibitor is responsible for damage to Facility walls and floors, including reasonable and necessary labor charges to remove stains or adhesives from the walls or floors. Exhibitor will be billed for such damage with the dollar amount determined by the Facility.

12. Cancellation of Show

If the Facility should be destroyed by fire or other calamity or if a work stoppage not within the control of Midwest Sports Management LLC makes it impossible to permit an exhibitor to occupy the premises, the exhibitor shall pay for the space only for the period in which the space was occupied. Midwest Sports Management LLC is released from any and all claims, which might arise in consequence thereof. If any other event or circumstances not caused by Midwest Sports Management LLC prevents an exhibitor from erecting or staffing its exhibit for all or any part of the show period, the contractual responsibility between the exhibitor and Midwest Sports Management LLC shall be considered to be satisfied and there shall be no refund to the exhibitor.