

Terms of the Exhibitor Contract Rules and Regulations

CONTRACT FOR SPACE

The application for exhibit space, the formal notice of space assignment by Event Management, and these Rules & Regulations constitute a contract for the right to exhibit at the 2010 FAPSC Annual Conference. Exhibitor also agrees to comply with any rules and regulations of the Westin Diplomat Resort and Spa.

BOOTH ASSIGNMENT

Space will be assigned on a first-come, first-paid basis. Be sure to indicate on the booth contract if there are any companies that you would prefer to be located near to or away from. Every effort will be made to accommodate your booth preference; however, Event Management reserves the right to make booth assignments at its sole discretion. Please list alternate choices in case your first choice is unavailable. You will receive written confirmation of your booth space and booth sign information.

SUBLETTING OF SPACE

Individuals and companies offering goods or services that have chosen not to purchase a booth are prohibited from soliciting business in any manner in the exhibit area. The booth purchased by the exhibitor is for the exclusive use of the legal entity signing this contract. No other legal entity or division of, subsidiary of, or related party to the exhibitor may utilize any portion of the exhibitor's assigned booth. Exhibitor may not assign, sublet, share or apportion the whole or any part of the space allocated to it with any other entity. Only products or services sold or distributed by the exhibitor in the ordinary course of its business shall be advertised or exhibited in exhibitor's booth. Exhibitor's agents shall reflect appropriate dress and decorum while maintaining their booth during show hours.

SIZE LIMITATIONS

Exhibits may not project beyond the space allotted and aisles must be kept clear for traffic. Exhibits shall not obstruct the view or interfere with traffic to exhibits of others.

AISLE SPACE

An exhibitor shall not infringe upon the rights and privileges of any other exhibitor. Show Management reserves the right to relocate exhibitors for the benefit of the exhibitor or the Trade Show.

SOUND

Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued or modified.

UNOCCUPIED SPACE

Should any rented space remain unoccupied after the inspection deadline prior to show's opening, Show Management reserves the right to sell or occupy said space.

PAYMENTS & REFUND POLICY

Booth space shall be considered reserved upon receipt of the signed booth contract and payment in full. If an exhibitor is unable to attend the Conference, and a letter is received at the FAPSC office to that effect by 5:00 PM May 28, 2010, the exhibitor will be charged a \$200 administrative fee per booth and the balance of the booth payment will be refunded. No refunds for any portion of the booth fee will be made after May 28, 2010. Exhibitors who purchase booths after May 28, 2010 are not entitled to any refund. Exhibitors who purchase booths after June 18, 2010, will incur an additional \$200 fee per booth purchased. Sponsorship money is non-refundable.

INDEMNITY

Event Management will provide basic security services during Trade Show hours. The exhibitor agrees to hold Event Management and the hotel harmless and to indemnify Event Management and the hotel against claims or liability arising out of the actions, fault or negligence of the exhibitor, its agents or employees, prior to, during and after the Trade Show. Event Management and the hotel shall not be responsible for any loss, damage or injury that may occur to the exhibitor or the exhibitor's agents, patrons, guests, employees or property from any cause whatsoever (unless occasioned by the sole willful or gross negligence of Event Management or the hotel) prior to, during or subsequent to the Trade Show. The exhibitor hereby releases Event Management and the hotel from, and agrees to indemnify them against, any and all claims for such loss, damage or injury.

ATTORNEY'S FEES AND COSTS

Should any litigation arise out of this contract, both parties agree to binding arbitration; the exhibitor shall pay all costs and reasonable attorney's fees incurred by Event Management, and/or the sponsoring organization as the prevailing parties.

DAMAGE TO PROPERTY

The exhibitor, its agents, guests or patrons shall not injure, mar, nor in any manner deface the hotel premises or equipment therein, and shall not cause or permit anything to be done whereby the hotel or its equipment shall be in any manner injured, marred, unduly soiled, defaced, lost, stolen or otherwise removed from the building, and will not drive, or permit to be driven, nails, hooks, tacks or screws into any part of the hotel, and will not make nor allow to be made, any alterations of any kind therein. Should any of the hotel's equipment used by the exhibitor in the conduct or operation of the exposition be damaged, lost or stolen, the exhibitor will promptly pay for the equipment by cash or certified check.

SIGNS & POSTERS

The exhibitor agrees that it will not post or exhibit signs, advertisements, posters or cards of any description inside, in front of or on any part of the hotel without prior written consent from Event Management.

PUBLIC POLICY

All companies or individuals exhibiting at the Trade Show are participating at the exclusive discretion of Event Management and must abide by all local codes, rules, regulations and ordinances, including fire regulations, and must abide by the directions and instructions presented by official Event Management and hotel personnel. The exhibitor understands that any violations of these policies may result in the immediate closing and removal of the exhibitor's booth.

ELIGIBLE EXHIBITS & RESTRICTIONS

Event Management reserves the right to accept or reject without reason any exhibit contract received. Show Management also reserves the right to reassign exhibit space and reserves the right to cancel this contract, should it discover that exhibitor's product is not as described in this contract or is incompatible with the purposes of the Trade Show.

EXHIBIT FLOOR ACCESS

Event Management reserves the right to limit access to the exhibit floor to anyone during times when the show is not officially open.

TAXES AND LICENSES

In accordance with Florida Statutes Section 212.18, Event Management authorizes exhibitors to make retail sales of tangible personal property or service subject to sales tax. Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the 2010 FAPSC Annual Conference & Trade Show. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activity at the Trade Show.

FIRE SAFETY AND HEALTH

The exhibitor agrees to accept full responsibility for compliance with city, county, state and federal Fire Safety and Health Ordinances regarding the installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to spectators. The exhibitor hereby represents and warrants to Show Management that the exhibitor has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected. The use of propane or bottled gas or any hazardous material within the building is prohibited.

FREIGHT

All shipped materials must be sent to the official trade show decorator. These materials will be delivered to your exhibit space prior to exhibitor move-in. **UNDER NO CIRCUMSTANCES** will C.O.D. deliveries be accepted. The decorator company will supply each exhibitor with information providing proper drayage instructions.

AMENDMENT TO RULES AND REGULATIONS

Event Management shall have sole authority to promulgate, interpret and enforce all rules and regulations, and make any amendments to the regulations as shall be necessary for the orderly conduct of the Trade Show. All matters and questions not covered by these regulations are subject to the discretion of Event Management.