



TRAVEL SHOW CHICAGO 2005 EXHIBIT SPACE & SERVICES CONTRACT

1. INSTRUCTIONS:

Please read, complete, sign and return to Show Management WITH the appropriate deposit:

Outside Shows and Events
 c/o MSE Management, 50 Holly Hill Lane, Greenwich, CT 06830

McCORMICK PLACE | JANUARY 19th – 23rd, 2005

2. CONTACT INFORMATION:

COMPANY NAME			
EXHIBITING ORGANIZATION (IF DIFFERENT)			
ADDRESS			
CITY	STATE	ZIP	COUNTRY
EMAIL	URL		
PHONE	FAX		
CONTACT	TITLE		
ALT CONTACT	TITLE		
15 – 20 WORD EXHIBIT DESCRIPTION			

3. PREFERRED BOOTH LOCATION(S):

List your preferred booth selections below.

(Show Management will make every attempt to accommodate all requests based upon availability, but cannot guarantee requested space)

1. <input style="width:80%;" type="text"/>	2. <input style="width:80%;" type="text"/>	3. <input style="width:80%;" type="text"/>
--	--	--

4. BOOTH RATE:

\$20/sqare foot - Standard booth is 10' X 10'

Each Booth Package includes:

· Booth carpeting · 8' high back drape · 3'high side drape · 6'draped table · 2 folding chairs · wastebasket · ID Sign (7"x44") · Freight Handling (Drayage) · 500 watt electrical connection · 1c x 2" ad in Special section of the Sun Times prior to the show · company Web site link to show Web site · exhibitor name listed in exhibitor directory

<input style="width:90%;" type="text"/>	X	<input style="width:90%;" type="text"/>	=	<input style="width:90%;" type="text"/>	Square Feet	X \$20/square foot	=	<input style="width:90%;" type="text"/>	\$	<input style="width:90%;" type="text"/>
---	---	---	---	---	-------------	--------------------	---	---	----	---

PARTNER & SUPPORTERS MEMBERS DISCOUNT: 10% from overall cost

Partner/Supporting Member Name _____

TOTAL FEE:

\$	<input style="width:90%;" type="text"/>
----	---

AMOUNT ENCLOSED:

Check #

\$(<input style="width:80%;" type="text"/>)
-----	---	---

Wire Transfers: Copy of confirmation must be sent to MSE Management within 1 week of bank transaction.

\$(<input style="width:80%;" type="text"/>)
-----	---	---

BALANCE DUE: = \$

5. PAYMENT TERMS: (On all payments, please indicate the name the organization will exhibit under if different from above)

For Complete Details, please refer to **Terms and Conditions** section, Payment Terms, (9.), located of this Contract.

For Checks & Wires - Make payable to: Outside Shows and Events, in U.S. Funds and List Exhibiting Company Name on Payment.

Mail Checks to: Outside Shows and Events, c/o MSE Management, Inc., 50 Holly Hill Lane, Greenwich, CT 06830, USA.

Send Wires to: First National Bank of Santa Fe, Lincoln Ave., Santa Fe, NM 87501- (RTE# 107000440) (Acct#107019157) Account Name – Outside Shows & Events, LLC (Copy of wire transfer confirmation must be sent to MSE Management within 1 week of bank transaction.)

6. CONTRACT SIGNATURE:

By completing this Exhibit Space & Services Contract, Exhibitor acknowledges that Exhibitor has received a copy of the Exhibit Space & Services Contract along with the Terms & Conditions and that Exhibitor has read and understands the Exhibit Space & Services Contract and the Terms & Conditions, all of which constitute a part of the Contract. The individual completing this Contract represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of named Exhibitor.

Signature _____ Date _____

Name (please print) _____ Title _____
 Travel Show Chicago 2005 Exhibit Space & Services Contract is binding upon Show Management and Exhibitor when Show Management and Exhibitor have signed this Contract.

Show Management Signature _____ Date _____

Travel Show Chicago 2005 Exhibit Space & Services Contract Terms and Conditions

7. Management: The word "management" as used herein shall mean management as previously specified in the contract, or its officer or Committees or Agents or Employees for it in the management of the Exhibition.

8. Assignment of Exhibit Location: Show Management will make every effort to comply with request for assignment of exhibit space locations on a "first-come/first-served" basis. Location assignments will be made solely at the discretion of management within reasonable time after receipt of this application.

9. Payment Terms: Contracts received prior to November 12, 2004 — A 50% deposit of the Total Application Fee recorded above is due upon signing this Exhibit Application & Contract and must be sent to Show Management with a signed copy of this contract within 14 days of verbally securing rental space. Final payments are due by November 30, 2004.

Contracts received after November 12, 2004 — FULL PAYMENT of the Total Application Fee recorded above is due upon signing this Exhibit Application & Contract and must be sent to Show Management with a signed copy of this contract within 7 days of verbally securing rental space.

For Checks & Wires - Make payable to: Outside Shows and Events, in U.S. Funds and List Exhibiting Company Name on Payment.

Mail Checks to: Travel Show Chicago 2005, c/o MSE Management, Inc., 50 Holly Hill Lane, Greenwich, CT 06830, USA.

Send Wires to: First National Bank of Santa Fe, Lincoln Ave., Santa Fe, NM 87501- (RTE# 10700440) (Acct#107019157) Account Name – Outside Shows & Events, LLC. Please make sure to list Exhibiting company name on Wire Transfer for tracking purposes. Copy of wire transfer confirmation must be sent to MSE Management within 1 week of bank transaction.

10. Location of Exhibits: The Exposition will be held at the location indicated on the front side of this page. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but Show Management reserves the right to make such modifications and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of Show Management, exhibitors and the exhibits.

11. Exhibit Space Equipment and Service Information: Show Management will furnish Exhibitors with the name of an exhibit service contractor prepared to furnish all services customarily required within a reasonable time prior to the commencement of the Exhibition. Complete shipping instructions and information regarding furniture rental, electrical work, telephone installation, plumbing, labor for erecting and dismantling exhibits, drayage, etc., will be forwarded to exhibitors in advance. A service desk will be maintained in the exhibit area. Show Management assumes no responsibility or liability for any of the foregoing services performed or materials delivered.

12. Cancellation Policy: (a) In the event the Exhibitor cancels all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing, by certified mail, and will be obligated to pay Show Management the following amounts: for cancellations received PRIOR to November 19, 2005, 50% of the exhibit space rental fee; for cancellations received on or after November 19, 2005, 100% of the exhibit space rental fee. (b) If exhibit space is not occupied by the Exhibitor by the opening time of the Exhibition, Exhibitor shall be deemed to have canceled the exhibit space contracted for and Show Management shall have the right to use such space as it deems appropriate and the Exhibitor shall pay to Show Management all amounts which would have been due, upon the terms of subparagraph (a) above, if Exhibitor had canceled this contract as of such date. (c) If the Exhibitor does not make full payment when due upon the terms of this contract, Show Management may terminate this contract and the Exhibitor shall be responsible for payment to Show Management of all amounts which would have been due Show Management, under the terms of subparagraph (a) above, if the Exhibitor had canceled this contract as of the date of such default. (d) Except as Exhibitor's rental obligation may be reduced in accordance with the terms set forth in subparagraph (a) above, the Exhibitor shall be responsible for payment of the total exhibit space rental fee if the Exhibition is canceled, delayed or relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind whatsoever, not within Show Management's control. Show Management reserves the right to reject or to revoke the acceptance of any Exhibitor at any time in its sole discretion.

13. Defaults: If the Exhibitor is a party to other contracts with Show Management, including but not limited to contracts for exhibit space, advertising space or direct marketing services, and the Exhibitor fails to make any payment when due under this or any such other contracts (hereinafter the "Defaulted Contract"), Show Management may, in its sole discretion and without prior notice to the Exhibitor, reapply any or all funds paid by the Exhibitor under any such contract with sponsor to the payment due on the defaulted contract and, in such event, Show Management shall promptly notify the Exhibitor of such application. In the event that such reapplication shall create a default under a contract other than the defaulted contract, which default is not cured within 10 days after notice to the Exhibitor, then that contract may be terminated by Show Management in which event all of the provisions set forth above under the heading "Cancellation" shall apply. Although Show Management and Exhibitor each do business in various state jurisdictions, this contract shall be governed, construed and enforced in accordance with the laws of the State of Illinois and its courts. In the event that it shall be necessary for Show Management to bring suit to enforce any or its rights hereunder, Show Management shall be entitled to recover all costs of such suits including reasonable attorney's fees.

14. Use of Exhibits: Height regulations for both 8' x 10' and 10' x 10' booths are 8' high on the backwall and 8' high on the sidewalls, extending no further than 4' from the backwall. Beyond 4' from backwall, maximum height of a sidewall is no more than 4'. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. (a) Except in certain limited circumstances involving parent corporations, their wholly-owned subsidiaries, and sister corporations, when approved in writing in advance by Show Management, Exhibit shall not assign, sublet or share the space allotted. (b) Exhibitors must display only the goods manufactured or dealt in by them in their regular course of business. (c) Any firm or organization not assigned exhibit space will be not permitted to solicit business within the exhibit area. (d) Permission to hang signs or erect exhibit spaces higher than 8 feet must first be obtained in writing from Show Management, which will confirm the available height for specific exhibit locations. (e) No portion of any exhibit space sign or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitors is prohibited. (f) Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at the Exhibitor's expense. Show Management reserves the right to have such finishing done, billing the Exhibitor for charges incurred. (g) Show Management reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any exhibit which, in the sole opinion of Show Management, may detract from the general character of the Exhibition as a whole, or consists of products or services inconsistent with the purpose of the Exhibition. This reservation includes persons, things, conduct, printed matter, and anything of a character which Show Management determines is objectionable. In the event of such restriction or removal, Show Management shall not be liable for any refunds or other exhibit expenses. (h) No animals may be offered or displayed as part of the exhibit. (i) The use of sound systems is permissible, provided that they are not audible more than 3 feet into the aisle or into neighboring exhibit spaces, and that the sound is directed into the Exhibitor's exhibit space or vertically. Show

Management shall have absolute control over the implementation of this regulation, the intent of which is that sound system shall not be audibly objectionable to neighboring Exhibitors. (j) Exhibitor is responsible to allocate staff to supervise and manage their booth. Booths must be staffed at all times during Expo open hours to both the Trade and Public. (k) Exhibitors cannot begin to break down their exhibits prior to end of the show, which is at 5:00pm on Sunday, January 23, 2005. Any Exhibitor that begins to break down their booth prior to the close of the show, may be subject to a \$500.00 penalty fee due February 4, 2005.

15. Taxes and Licenses: Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the Exhibition. 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 activity in connection with their activities at the Exhibition.

16. Exhibit Safety: For the safety of all exhibits the following rules and regulations apply per standard 10' x 10' & 8' x 10' booth. A) No display placed on, near, or against the back wall of exhibit booth can be higher than (8) feet unless authorized by Show Management prior to Set Up. All requests *must* be sent to Show Management, in writing, at least 60 days in advance of booth set up dates. Show Management will make every effort to comply with this request, however can not guarantee that request will be approved. For Exhibits that are approved by Show Management that will be over eight (8) feet high, the Exhibitor hereby represents and warrants to Show Management that Exhibitor has taken all steps reasonably necessary in its judgment to ensure that the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected, including obtaining the certification of a registered structural engineer if reasonably available. Exhibitor accepts responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit. Exhibitor hereby agrees to indemnify and hold harmless Show Management, the owner and manager of the exhibition facility, and others lawfully on the exhibitor floor, from and against any claim, loss, liability or damage suffered as a result of Exhibitor's construction or maintenance of an unsafe exhibit. Exhibitor will furnish Show Management with the engineering and/or insurance certificates referred to herein upon request prior to or during the construction or maintenance of an unsafe exhibit. Exhibitor will furnish Show Management with the engineering and/or insurance certificates referred to herein upon request prior to or during the Exhibition. B) Exhibit Display can only extend (4) feet from back of booth stand at (8) feet high on each side of booth.

17. Liability: Neither Show Management, nor its agents or representatives, will be responsible for any injury, loss or damage that may occur to the Exhibitor, or the Exhibitor's employees or property from any cause whatsoever. Under no circumstances will Show Management be liable for lost profits or other incidental or consequential damages. Show Management shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor, rather than the invitee or licensee of Show Management. Show Management shall not be liable for any injury whatsoever to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The Exhibitor assumes full responsibility and liability for the acts or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agrees to hold harmless Show Management and the exhibit hall from responsibility or liability resulting directly or indirectly from such acts or omissions. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibitor's displays, equipment and other property brought upon the premises of the facility and shall indemnify and hold harmless the facility, agents, servants and employees from any and all such losses, damages and claims. There is no other agreement or warranty between the Exhibitor and Show Management except as set forth in this document. The rights of Show Management under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of Show Management.

18. Security and Insurance: Show Management will provide perimeter guard service during the hours the exhibit areas are closed. However, the Exhibitor is solely and fully responsible for its own exhibit material and should insure its exhibit against loss or damage from any cause whatsoever. All property of an Exhibitor is understood to remain in its care, custody, and control in transit to or from or within the confines of the Exhibit Hall. Exhibitor agrees to waive its right to subrogation against Show Management, its officers, directors and employees.

19. Liability Insurance: Exhibitor shall obtain, at its own expense, adequate insurance, but in no event less than \$1 million of comprehensive general liability insurance, including the so-called "broad form of endorsement." Such insurance shall name Show Management, Outside Shows and Events, McCormick Place and its officers, directors, and employees as additional insureds.

20. Care of Building and Equipment: Exhibitors or agents must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. When such damages appear, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof, electrical wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the exhibition is located, and of any other governmental authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct and dissemble of the exhibit. Combustible materials or explosives are not permitted in the Exhibit Hall. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit Hall and Show Management with respect to the installation, conduct, and disassembly of its exhibit.

21. American Disabilities Act: Exhibitor assumes the position of "public accommodation" when they contract to exhibit in the facility. Therefore, the Exhibitor must make their exhibit area accessible to the disabled without causing them undue "hardship." A copy of Public Law 101.336 [S.993] American Disabilities Act of 1990 is available upon request from the Department of Justice.

22. Music Licensing: Show Management will not be obtaining ASCAP or BMI licensing for the event. Exhibitors may use either live or mechanical music, but it is their sole responsibility to obtain the appropriate music licensing as is required by ASCAP or BMI.

23. Miscellaneous: Each Exhibitor, for itself and its employees, agrees to abide by this agreement and any amendment thereto. Exhibitor further acknowledges that Show Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any Exhibitor or his representatives, without giving cause. If any provision of this Contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. The headings in this Contract are intended for convenience of reference and shall not affect its interpretation.

24. Management for Travel Show Chicago 2005: MSE Management, Inc., 50 Holly Hill Lane, Greenwich, CT 06830; Toll Free Phone #: (877) 604-2867; Local Phone #: (203) 622-6666; Fax #: (203) 622-6333