

Embroidery Mart

July 24-25, 2009

Nashville Convention Center, Nashville, TN



RULES AND REGULATIONS

In consideration of the promises, covenants and agreements set forth herein and other good and valuable consideration, the Network and Exhibitor hereby agree as follows:

1. Event/Space/Price. The Exhibitor hereby reserves the exhibition space (hereinafter referred to as the "Exhibition Space") and agrees to pay the price as set forth hereinabove under the heading "SPACE COST." The Embroidery Mart will be held on July 24 and 25, 2009, at the Nashville Convention Center, Nashville, Tennessee (hereinafter referred to as the "Event"). Exhibitor agrees that this reservation shall be subject to and contingent upon Exhibitor's payment of the price in accordance with the PAYMENT SCHEDULE set forth hereinabove.
2. Indemnification. Exhibitor agrees to indemnify and hold harmless the Network, its shareholders, directors, officers, employees, agents, representatives and Members from and against any and all liability, judgments, settlements, costs (including reasonable attorney's fees) and expenses incurred by Network in any claim, action, suit or proceeding, due to any act or omission of the Exhibitor or Exhibitor's shareholders, officers, directors, employees or agents related to or arising out of the Exhibitor's occupancy and/or use of the Exhibition Space.
3. Exhibitor's Obligations re the Exhibition Space. The Exhibitor shall not drive nails, hooks, tacks or screw into any part of the building, nor put up decorations or adhesives that would deface the premises of the exhibition hall. The Exhibitor agrees that all draperies, curtains, decorations made from textiles or combustible fibers or other flammable materials shall conform to all applicable requirements of government, including any applicable city building code or ordinance.
4. Booth Guidelines. Maximum exhibit height is 8' along the back wall. The 8' height may be maintained along the sides of the booth for maximum distance of 4' from the back wall. From this point out, the side drape or panel cannot be higher than 4'. Displays occupying four or more booths in an "island" configuration may not exceed 10' at the center of the display, and may not exceed 4' within 5' from any aisle. All Exhibition Spaces must be covered with carpet. The Network will provide back drape and side rail drape or panel conforming to maximum exhibit height restrictions.
5. Event Dates and Hours. Event hours and dates are set forth hereinabove and shall be posted in the Exhibitor's manual. The Network reserves the right to make changes as necessary to hours and dates of the Event. The Exhibitor shall receive notification of any changes. The Exhibitor shall provide adequate personnel to staff their Exhibition Space(s) during Event hours. The Exhibitor shall not dismantle or pack any portion of the exhibit prior to 5:01 PM on Saturday, July 25, 2009.
6. Atmosphere. The Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. Sound or music within the Exhibit is permitted, but must be controlled to a reasonable level. The Network may, in Network's sole and absolute discretion, withdraw its consent at any time, if sound is in violation of this rule. All live musical performances and all use of recorded music (such as records, tapes, compact disks or videotapes with either features or background music) must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), or other agency responsible for licensing the music so performed. The Exhibitor shall obtain licenses and pay appropriate fees to such organizations before broadcasting music in conjunction with the Event. Costumed personnel must be appropriately clad and must remain within the Exhibitor's Exhibition Space except when necessarily arriving and leaving the Exhibition Space or exhibit area.
7. Insurance. The Exhibitor shall, at no cost to the Network, obtain: 1) liability and property damage insurance from responsible insurance companies authorized to sell insurance, which shall provide minimum limits of liability in the amount of \$1,000,000 (one million dollars) and

include the Broad form liability; and 2) Workers Compensation and employer's liability insurance for Exhibitor's employees.

8. Copyright and Trademark Indemnity. The Exhibitor warrants and represents that no music, literary, artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Agreement unless the Exhibitor has previously obtained written permission from the copyright or trademark holder. The Exhibitor acknowledges that Exhibitor is solely responsible for the content of Exhibitor's exhibit, and hereby agrees indemnifies and holds the Network, its shareholders, directors, officers, employees agents and Members harmless from and against any and all costs (including reasonable attorneys' fees), expenses, judgments and settlements amounts incurred that related to or arising from any copyright or trademark claim, cause of action or suit related to or arising from any act or omission of the Exhibitor in the operation, conduct or use of the Exhibition Space.
9. Sales Taxes. The Exhibitor assumes full responsibility for collecting the tax identification number or collecting and paying to the appropriate authorities any applicable sales tax due on sales made at the Event.
10. Labor. The Exhibitor is responsible to supply labor to properly and safely set and dismantle Exhibitor's Exhibition Space. No labor force is provided by the Network. Exhibitor shall adhere to any and all Union labor rules that are applicable to work performed at the Event.
11. Advertising. This Event is considered a cooperative show and the Exhibitor is responsible to help attract attendees. To the extent that such mediums are available, the Exhibitor shall distribute Event literature supplied by the Network by any available means, such as by inserting into customer shipments, mailings or statements, as well as announcing in newsletters, and by providing website links. This participation shall be considered voluntary and no provision will be made for tracking such participation. The Exhibitor shall not be expected to perform any action to this end which would incur any additional expenses.
12. Attendance. The Network shall have sole control over attendee policies at all times. *Children under the age of 14 (proof of age required) will not be permitted on the Trade Show Floor.*
13. Sub-Leasing. The Network shall only contract with one exhibiting company per Exhibition Space. If the Exhibitor wishes to share Exhibitor's space, the Exhibitor must first obtain written permission from the Network, which permission may be withheld by the Network at its sole discretion.
14. Security. The Exhibitor shall be solely liable and responsible for Exhibitor's property maintained at the Exhibition Space. The Exhibitor shall maintain adequate loss and theft insurance to cover all such property. The Exhibitor further agrees that neither Network, nor its shareholders, directors, employees, agents or representatives shall be responsible or liable for any loss or theft of Exhibitor's property.
15. Fire and Safety laws. Federal, State, local government and City Laws must be strictly observed. All decorations must be flameproof. The Exhibitor shall comply with fire department and underwriters' rules. Smoking in the Exhibit Space is prohibited. The Exhibitor shall not block aisles or fire exits. The Exhibitor shall not store flammable materials in or behind the Exhibition Space or elsewhere in the exhibit hall.
16. Aisles and Common Areas. The aisles and passageways shall be considered the property of Network. The Exhibitor shall not place or cause to be placed any signs, decorations, banners advertising materials or other property or obstruction in any area outside the Exhibition Space without written permission from the Network, which permission may be withheld at the sole discretion of the Network.
17. Exhibition Space Assignments. The Network reserves the right to assign all exhibition space for all the overall good of the Event.
18. Acts of God, Fire, Strikes, Etc. In the event that any outside cause, such as war, act of terrorism, fire, strike or other emergency or Act of God disrupts the Event or prevents the Event from being held, the Network's performance obligations shall immediately terminate and the Network shall be deemed to be released from its performance obligations under this Agreement, and the Network shall have no liability to the Exhibitor for any such nonperformance of Network's obligations under the Agreement.
19. Exhibitor Admission. The Exhibitor agrees that Exhibitor's right to be admitted to the Event and Exhibitor's right to remain from day to day at the Event is contingent upon Exhibitor's continuing strict compliance with the provisions of this Agreement. The Exhibitor agrees that the Network shall have the absolute right, at Network's sole discretion, to reject, eject or prohibit any exhibit in whole or in part, or the Exhibitor or any of Exhibitor's representatives, with or without cause. If any such rejection, ejection or prohibition occurs without cause, the Network's liability the Exhibitor shall not exceed the return to the Exhibitor of the amount of

the Space Cost unearned at the time of such rejection, ejection or prohibition. If the Exhibitor or any of the Exhibitor's representatives is ejected for violation of the provisions of this Agreement or for any other stated good cause, the Network is not obligated to return any of the Space Cost.

20. This agreement is entered into in the State of Ohio. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Any action arising under this Agreement shall be brought in a court of competent jurisdiction in the County of Summit in the State of Ohio.
21. This Agreement shall be binding upon and inure to the benefit of the Network, its successors and assigns and shall be binding upon the Exhibitor, its heirs, legatees, executors, administrators, agents, legal representatives, successors and assigns. The Exhibitor may not assign its rights under this Agreement without the prior written approval of the Network, which approval may be withheld at the sole discretion of the Network.
22. This Agreement and the exhibits, if any, attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between the parties hereto concerning the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings hereto made, either oral or written, between the parties hereto, other than as herein set forth. This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior understandings, both oral and written, between the parties hereto with respect to the subject matter hereof, and may not be amended, waived, changed, modified, extended or discharged orally, *except* only in writing, signed by each party hereto. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

For any questions, contact the National Network of Embroidery Professionals at 330-678-4887.

Please note item #12 - Attendance. The NNEP shall have sole control over attendee policies at all times. *Children under the age of 14 (proof of age required) will not be permitted on the Trade Show Floor.* This includes family members of exhibitor staff.

Please note – This form can be downloaded at
<http://www.embroiderymart.com/exhibitorshowinfo.html>