



IAAPA Attractions Expo 2010

EXHIBIT CONTRACT FOR TRADE SHOW SPACE & SERVICES

Conference: November 15–19, 2010 • Trade Show: November 16–19, 2010
Orange County Convention Center • Orlando, Florida USA

Return completed form via post to: Exhibition Sales Manager, IAAPA 1448 Duke Street, Alexandria, VA 22314-9512 USA
PHONE: 1/703.836.4800 • FAX: 1/703.738.7460 or 1/703.836.4801 • www.IAAPA.org

1. COMPANY AND CONTACT INFORMATION

Company Name: _____ Business Open Date (Year): _____

D.B.A. (Doing business as) _____

Company Address: _____ Website: _____
For receipt of show information and materials (Please DO NOT use PO Box)

City: _____ State: _____ Zip/Postal Code: _____ Country: _____

Phone: _____ Fax: _____ Member ID Number: _____

Primary Contact: _____ Email Address: _____

Additional Administrative Contact: _____ Email Address: _____

Additional Administrative Contact: _____ Email Address: _____

Exhibitor Acceptance: I, the duly authorized representative of the organization shown, on behalf of said organization, request and agree to pay for exhibit space as assigned and accepted, and subscribe and agree to all the terms, rules and regulations, conditions, authorizations, addendums, and covenants, contained in the Contract for Trade Show Space and Services, and in the Exhibitor Services Guide which follows and is incorporated in this contract by reference. All exhibitors must provide IAAPA with a certificate of insurance. No gambling or gaming devices allowed on show floor.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

2. CONTRACT REQUIREMENTS – Contracts cannot be processed without this information

Main Exhibit Floor: Total Square Footage Requested: _____ Height: _____ Width: _____ Depth: _____

Product Categories (Max 4) - Product category list can be found at www.IAAPA.org/expos/attractions/documents/categories.pdf: 1st: _____ 2nd: _____ 3rd: _____ 4th: _____

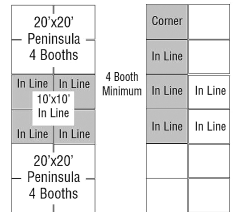
Preferred Booth Choices: 1st: _____ 2nd: _____ 3rd: _____ 4th: _____

Companies you DO prefer to be near: _____

Companies you DO NOT prefer to be near: _____

Main Product Description: _____ Full Back Wall: Yes No New Product: Yes No

In what region(s) of the world do you plan to do business (check all that apply)? North America Europe Asia/Pacific Latin America Africa



3. BOOTH RATES (US Dollars) – rates subject to change

10' x 10' booth space [3.05 x 3.05 meters]: \$F\$ J\$ USD Premium Open Corner Fee: \$225 USD per open corner
Corners ONLY available with a minimum of 400 sq. ft. contracted (unless otherwise noted). Up to date IAAPA Membership required for exhibition.
No booths will be assigned without 50% booth deposit & full membership fee.

4. PAYMENT INFORMATION

2010 Membership Renewal (\$429 USD): Yes No N/A

Number of Open Corners: _____ × \$ 225 = _____ 2010 New Membership (\$429 USD): Yes No N/A
Up to date IAAPA Membership is required for booth assignment.

New/Renewal of 2010 Membership \$ 429 = _____

Outdoor Space (400-999 sf): _____ × \$ 6.95 = _____

Outdoor Space (1,000-1,999 sf): _____ × \$ 5.95 = _____

Outdoor Space (2,000+sf): _____ × \$ 4.95 = _____

FULL Booth Payment _____

TOTAL: \$ _____

TO PAY BY:

Credit Card: Complete all information below and fax to +1/703.836.4801 Amex Visa MasterCard Discover

Card Number: _____ CID Code: _____ Exp. Date: _____

Cardholder Name: _____ Cardholder Signature: _____

AMOUNT TO CHARGE: USD \$: _____

Wire Transfer:

Complete all information below and fax to +1/703.836.4801
Please add a \$25.00 USD transaction fee for all wire transfers. To do a wire transfer, you will need the following information:
Bank of America, 1501 Pennsylvania Avenue, N.W., Washington, DC 20005
ABA 026009593 Swift Code (if needed): BOFAUS3N
For Credit to IAAPA Account: 0020-866-30597 — Please identify your company and member ID.
Payment may not be properly applied if copy of wire transfer is not faxed to IAAPA.

Check: Mail check made payable to IAAPA and in US dollars to:
IAAPA Exhibit Trade Show Manager, 1448 Duke Street, Alexandria, VA 22314-9512 USA

5. MANUFACTURER/SUPPLIER/CONSULTANT MEMBERSHIP INFORMATION

Annual Membership Dues: \$429

Any person or corporation engaged in consultancy services, manufacturing or selling equipment, services, or supplies to the amusement industry is eligible for membership. Dues are for a calendar year (January to December). New membership received on or after September 15 will be good for the next calendar year. \$50 USD of membership dues are applied to a subscription for FUNWORLD magazine. In the U.S., IAAPA dues are not tax deductible as charitable contributions, but are deductible as a business expense.

IAAPA requires its members to observe a code of conduct outlining responsibilities:

- To maintain safety as the highest priority in their businesses and to comply with all applicable standards, laws, and regulations.
- To provide clean, wholesome, and safe entertainment for their guests, maintaining the highest standards in quality and service.
- To conduct their businesses on the highest plane of integrity, honesty, and social responsibility.
- To foster and maintain a spirit of cooperation and fair dealing for buyers and sellers, maintaining the principles of confidentiality, intellectual property protection, and agreed contractual terms.
- To establish and maintain cordial and respectful relations with their fellow members worldwide.

We believe that these principles must be carried out by each member individually in order to foster and promote our industry which is a high and worthy one, and also a vital and necessary part of our community life at all times. I have read the IAAPA Member Code of Ethics. To the best of my knowledge, the information contained in this application is true, complete, correct, and is made in good faith. I understand that IAAPA reserves the right to verify any or all of the information on this application.

Signature: _____

IAAPA Attractions Expo 2010 Exhibitor Rules and Regulations

1. Management: The International Association of Amusement Parks and Attractions ("Association" or "IAAPA") will conduct the IAAPA Attractions Expo 2010 ("Event") at the Orange County Convention Center ("Event Facility") and appoints an official service contractor to provide all show services to exhibitors.
 2. Exceptions to Rules and Regulations: Exceptions to certain provisions of these Rules and Regulations may be granted at IAAPA's sole discretion where requested in writing and received by IAAPA before September 2, 2010.
 - a. The request must include certificates of insurance from all agent representatives indemnifying the Association for liability resulting from such exception in limits satisfactory to IAAPA.
 - b. IAAPA reserves the right to deny exceptions at its sole discretion.
 3. Third Party Obligations: IAAPA shall have no responsibility of any kind for the following:
 - a. performance or failure to perform by any contractor including the official Service Contractor;
 - b. performance or failure to perform services to the exhibitors, by the Event Facility.
 4. Application for and Assignment of Space: Anyone desiring to exhibit must file a written application with the Association at IAAPA Headquarters, 1448 Duke Street, Alexandria, Virginia 22314-9512 USA.
 - a. Space will be assigned to conform as nearly as possible in size, price and location-subject to approval of the exhibitor.
 - b. The Association must receive exhibitor's disapproval of any space assignment in writing within 7 days after the date of postmark of the Association's assignment process.
 - c. Such rejection may be sent by fax or e-mail to the Association, but will only be valid upon confirmation of receipt by the Association.
 - d. After September 2, 2010, written disapproval must be received by IAAPA within 3 days after the date of postmark or fax of the Association's notice of space assignment. Such rejection may be sent by fax or email to the Association, but will only be valid upon confirmation of receipt by the Association. If no rejection is received by IAAPA within these periods, the exhibitor will be deemed to have accepted the space allocated.
 - e. The Association has the absolute right to allocate and assign space and exhibitors and to relocate exhibits after initial assignment.
 5. Cancellation of Exhibit Space: The Association reserves the right to cancel any reservation not paid in full, to lease such space to another exhibitor, and to retain as liquidated damages any amounts already paid. IAAPA also reserves the right to reject any application, or cancel any contract, for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Contract becomes binding on such company/organization. Exhibitor agrees that payments or deposits made by exhibitor may be used toward satisfying any cancellation fees due to Association under this Contract.

In the event that an exhibitor cancels this Contract, or is unable to use the space after August 6, 2010, the Association shall retain as liquidated damages all amounts paid by such exhibitor. This includes company "no-shows," that do not occupy contracted on-site booth space. Upon receipt of cancellation notice from exhibitor, Association shall have no further obligations to the exhibitor under this Contract.
 6. Cancellation Deadlines and Liquidated Damages
 - a. \$200-Written cancellation received by June 1, 2010.
 - b. \$500-Written cancellation or space reduction received June 2, 2010 through July 2, 2010.
 - c. 50% of the total space cost for any cancellation or space reduction received beginning July 3, 2010 through August 6, 2010.
 - d. 100% of the total space cost for any cancellation or space reduction received after August 6, 2010.
 7. Administrative Fees for Booth Changes and Moves
 - a. Upon receipt and approval of a booth change or move request, the Association may charge administrative fees as follows:
 - b. \$200 for requests submitted through July 2, 2010
 - c. 50% administrative fee for any reduction of originally contracted space after July 2, 2010.
 8. Cancellation or Postponement of Event. It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Contract will be automatically terminated and IAAPA management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.
 9. Compliance with Rules and Regulations: Exhibitor hereby agrees to be bound by all IAAPA and Event Facility rules and regulations outlined here, and any additional rules, regulations, and information as may be adopted by IAAPA or the Event Facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the Event Facility; (ii) any rules or regulations of said Event Facility; (iii) the terms of all leases and agreements between IAAPA and the managers or owners of the Event Facility; (iv) the terms of any and all leases and agreements between IAAPA and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall exhibitor permit others to, do anything to its exhibit space or do anything in the Event Facility which would cause a difference in conditions from those previously approved by the insurance carriers of IAAPA, or the owners or managers of the Event Facility, which will in any way increase premiums payable by any of said parties, and exhibitor shall be responsible for any such increase resulting from violation of this section. IAAPA will not interpret laws, regulations and ordinances for any exhibitor.
 10. Specific Policies.
 - a. All exhibitors must adhere to all rules and regulations pertaining to displays and product as outlined in IAAPA Booth Specifications and diagrams.
 - b. Exhibit activity or soliciting by any non-exhibiting firm or person on the trade show floor and/or on any property under the supervision or under the contract of the Association during the trade show is strictly prohibited.
 - c. Exhibitor agrees to keep exhibit properly staffed and intact during show hours.
 - d. Early dismantle of booth space is strictly prohibited.
 - e. No cash and carry sale of goods as in a retail setting is permitted from an exhibit booth or in the Event Facility.
 - f. No food or beverages may be sold on the premises, although samples may be given away in limited portions. See the Exhibitor Services Guide published in hard copy or on line on the World Wide Web for further details.
 - g. IAAPA reserves the right in its sole judgment to prohibit or close any display or activity because of noise, odors, or other disturbing features, or which may be offensive to other exhibitors or attendees. Furthermore, this discretionary right of IAAPA applies to any demonstration or activity by any exhibitor that results in obstruction of both line-of-sight and/or access to a nearby exhibitor's booth by either attendee/ buyers or exhibitors.
 - h. Exhibitors demonstrating amusement rides and/or offering rides to show attendees or guests are solely responsible for compliance with all federal, state, and local laws and regulations governing the operation of rides, and for securing in advance all approval necessary to demonstrate and offer rides during the show dates.
 - i. All personnel working in an exhibit booth must be employees of the exhibiting company.
 - j. Each exhibiting company receives five (5) exhibitor staff badges for the first booth of 100 net square feet and two additional badges for each increment of 100 net square feet up to a maximum of 50 badges.
 - i. Additional badges cost \$100.00 per badge. Booth personnel must show company business card for admission at \$100.00 rate.
 - ii. The replacement fee for a lost badge is \$25.00.
 - iii. Proper identification is required to replace a lost badge. No refunds will be made if a lost badge is found/returned.
 - k. Booth personnel must display their badges at all times.
 - l. No exhibitor is allowed to assign, sublet, or apportion whole or any part of space allotted or exhibits any goods other than those manufactured or sold in the regular course of business by the exhibitor.
 - m. Exhibitors are prohibited from engaging in an exhibit activity in any space other than that which has been contracted.
 - n. "Suitcasing." Please note that while all Event attendees are invited to the exhibition, any attendees who are observed to be soliciting business in the aisles or other public spaces or in another company's booth will be asked to return their badges and to leave the show floor immediately. Violators will not be allowed to return to the show and no refunds will be made. Additional penalties may apply. IAAPA asks that both attendees and exhibitors report any violations they may observe to the Show Office.
 - o. "Outboarding." Outboarding is defined as marketing, sales and hospitality events conducted by exhibitors and others capitalizing on the presence of buyers and/or sellers attending the original show without previously notifying the original show organizer and finalizing an arrangement that benefits both parties. This practice is considered unethical. It includes practices such as "coat-tailing", "piggy-backing", co-location of events, and large-scale hospitality events, particularly during show hours.
 - p. Exhibitor literature and printed materials, including trade publications, may only be distributed from within an exhibitor's booth space and may not appear in any other public space of the Orange County Convention Center or that of the contracted IAAPA hotels. Certain sponsoring opportunities are exempt from this rule. Demonstrations, sales activities and giveaways must take place within the exhibitor's booth space. Distribution of materials and sales efforts may not take place in the aisles or any other location outside the contracted booth space. This policy is strictly enforced! Companies found breaking these rules may have their booth at IAAPA Attractions Expo 2010 shut down, may forfeit accumulated priority points and could be suspended from future exhibiting.
 - q. Exhibitors with products, the sale of which may be illegal in certain jurisdictions, must display a sign in their booth space to that effect.
 - r. Manufacturers and other exhibitors of equipment that may be considered to be gaming equipment, devices or other products are responsible for determining that they can legally exhibit such items in Florida and Orlando.
 - s. Exhibitors are responsible for any damage done by them or their employees.
 - i. No nails, bolts, tack or screws shall be driven into the wall, woodwork or floor of the Building
 - ii. The use of flammable substances as decorative materials is prohibited
 - iii. All decorative fabrics must be flame proofed in accordance with City and Exhibit fire regulations
 - iv. No gasoline, kerosene, acetone, or other flammable or other explosive substances are permitted in the building
 - v. Exhibitors using grease or oil in the preparation of food must utilize cooking hoods to prevent splatter.
 - t. Booth must be set-up and complete for inspection and the surrounding aisles clear of exhibitor's equipment and debris no later than 5:00 p.m. Eastern Standard Time (17:00) on November 15, 2010.
 - u. Exhibitor warrants and represents that the Exhibit and all related materials, including but not limited to photographs, written materials, and display models (collectively, the "Exhibit"), does not violate any proprietary or personal rights of others (including, without limitation, any copyrights, patents or privacy rights); that the Exhibit constitutes the Exhibitor's own original work or property, or that the Exhibitor has permission from the rightful owner to use such work or property. The Exhibitor agrees to indemnify and hold harmless IAAPA, its officers, directors, members, assignees, and agents, from and against any and all claims, actions, losses, demands, costs, attorneys' fees and all other expenses relating or incidental to, or arising directly or indirectly from, the inaccuracy or breach of any of the warranties and representations contained in this Section.
11. Liability, Hold Harmless and Indemnification: Exhibitor agrees that neither the Event Facility nor the Association shall be liable for any claims, losses, damages, death, injuries or liability which may be sustained by any person who may be on the premises leased by or assigned to the exhibitor, (including but not limited to) any agent, employee, representative or guest of the exhibitor, or any other person or entity.

The exhibitor agrees that it will hold harmless and indemnify the Event Facility and the Association from any and all claims, including third party infringement claims, losses, damages, death, injuries or liability whatever (including without limitation, reasonable attorney's fees and costs) whether to property, person or otherwise, that arise in whole or in part from the omissions or willful misconduct or breach of this Contract by exhibitor, or its agents, employees, representatives, guests or invitees related to or arising in connection with exhibitor's performance under this Contract.

In no event will IAAPA be liable to the exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the IAAPA Event, the rental of exhibit space, the conduct of IAAPA, any breach of this Contract, or any other act, omission, or occurrence. In no event shall Association be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards.

At the time of making final payment for space under this Contract, every exhibitor shall provide the Association with an original, signed insurance certificate and endorsement, naming "IAAPA, its entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees," as additional insured under the exhibitors general liability insurance policy. The exact show dates including move-in and move-out must be included on this certificate. Minimum limits required to be carried by exhibitors displaying amusement rides and/or mechanical, electrical or other devices or displays involving audience participation, and any exhibitors using flammable materials or cooking must have a total combined aggregate policy of \$3,000,000. Certificate must read: "Coverage for participants is not excluded".

All other exhibitors are required to carry a minimum \$1,000,000 per occurrence, \$300,000 fire damage, \$10,000 medical expenses, \$1,000,000 personal & advertised injury, \$2,000,000 general aggregate, and \$2,000,000 products & completed operations policy. Notwithstanding the above minimums, IAAPA reserves the right to require an insurance policy in excess of the amounts stated.
 12. Obligations At End of License: Before the termination of the license period, license period being from 8:00 a.m., November 11, 2010 through 12 Noon, November 22, 2010, exhibitor shall vacate the Event Facility and the facilities and return the equipment in the same condition and repair as originally furnished to the exhibitor, normal wear and tear excepted. In the event the Event Facility or the facilities are not so vacated, then the Association and/or the Orange County Convention Center is authorized, at the expense of the exhibitor, to remove and store or return to exhibitor, or unless the exhibitor's failure is due to an event beyond the control of the exhibitor such as strikes or Acts of God, to treat as abandoned and discarded property and dispose of all goods, wares, merchandise and property of the exhibitor. The Association and/or the Orange County Convention Center shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained either in the course of such removal, or in the course of transit, or by virtue of the Association's and/or the Orange County Convention Center's disposal of the property. The exhibitor hereby expressly releases Association and/or the Event Facility from any such claims for damages of whatsoever kind or nature.
 13. Security: Neither the Association nor the Event Facility shall be in any way liable or responsible for any loss or disappearance of any object, item, good or materials of any kind, from exhibitor's booth space or from the Event Facility, except for such loss or disappearance as is due to intentional and tortious theft committed by the employees of the Association or the Orange County Convention Center. The Association and the Orange County Convention Center provide certain security services, including providing advice on security measures, as a convenience to exhibitors, but the responsibility for the security and safety of an exhibitor's area, product, and property rests solely with the exhibitor.
 14. Miscellaneous: The above rules and regulations are all deemed to be of the essence of this Contract. A material breach of any of them shall be deemed a breach of Contract entitling IAAPA to immediately cancel the exhibitor's Contract. Upon cancellation, IAAPA may take possession of the exhibitor's space, remove all person and properties of the exhibitor and hold the exhibitor accountable for all risk expense incurred in such removal. The association reserves the right to make any changes necessary for the best interest of the trade show. If a court hereof holds any provisions invalid, all other provisions shall remain in full force and effect.