

ITEC 2010

TERMS AND CONDITIONS

Effective: June 15, 2010

1. Contract

This application properly executed by Applicant (Exhibitor) shall upon acceptance in writing by ITEC Show Management (Show Management) constitute a valid and binding contract. Show Management reserves the right to accept, reject or omit any application for any reason. Exhibitor agrees that the terms and conditions herein stated and the rules and regulations outlined in the Exhibitor Manual (provided online at www.itec-tireshow.com) and any subsequent amendments to any of these are made a part hereof as though fully incorporated herein and the Exhibitor agrees to be bound by each and every one. Show Management shall have the full right and power to interpret, amend and add terms, conditions, rules and regulations as it in its sole discretion deems necessary or desirable for the general operation and success of the International Tire Exhibition & Conference (ITEC or the Show). Failure to comply with the terms and conditions of this contract and as stated in the Exhibitor Manual will result in one or more of the following, at the sole discretion of Show Management: alteration or removal of a booth at the Exhibitor's expense, fines, loss of seniority points and/or prohibition of participation in future ITEC events. This contract is governed by the laws of the State of Ohio and the Exhibitor agrees to the jurisdiction of the courts of the State of Ohio.

2. ITEC Location and Dates (Subject to change)

The Show will be held at the International Exposition Center (I-X Center), One I-X Center Drive, Cleveland, Ohio, 44135. The dates and hours are as follows:

Exhibitor Move-In:

Thurs., Sept. 16, 2010.....8:00 a.m. – 4:30 p.m.
(Exhibitors will be issued "target times" for the arrival of show freight.)
Fri., Sept. 17, 20108:00 a.m. – 4:30 p.m.
Sat., Sept. 18, 20108:00 a.m. – 4:30 p.m.
Sun., Sept. 19, 20108:00 a.m. – 4:30 p.m.
Mon., Sept. 20, 20108:00 a.m. – 4:30 p.m.
All exhibits must be fully installed by 4:30 p.m. on Mon., Sept. 20, 2010.

Show Days: (Exhibitors may enter the exhibit halls at 8:00 a.m. on Show Days)

Tues., Sept. 21, 2010.....10:00 a.m. – 5:00 p.m.
Wed., Sept. 22, 201010:00 a.m. – 5:00 p.m.
Thurs., Sept. 23, 201010:00 a.m. – 4:00 p.m.

Exhibitor Move-Out:

Thurs., Sept. 23, 2010.....4:00 p.m. – 11:00 p.m.
Fri., Sept. 24, 2010.....8:00 a.m. – 4:30 p.m.
Sat., Sept. 25, 2010.....8:00 a.m. – 12 :00 p.m.
All exhibits must be fully removed by 12:00 p.m. on Sat. Sept. 25, 2010.

3. Use of Space and Restrictions

Show Management reserves the right to decline, prohibit or expel an exhibit which, in its judgment, is out of keeping with the character of ITEC, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc.

In the event that any payment is not received when due, the relevant booth space will be released and Exhibitor will be subject to fees in accordance with the cancellation policy below.

Distribution of advertising material and exhibitor solicitations of any sort shall be restricted to the Exhibitor's booth. All distributed materials must be available to all Exhibition attendees so long as the materials are offered. Prize contests or drawings are permitted only with prior written approval of ITEC. Samples of handout material, other than company literature, must be screened and approved in advance by ITEC. Show Management may, at any time, withhold or withdraw permission to distribute any material it considers objectionable for any reason.

Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall so arrange its exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Show Management. Use of any engine, motor or machinery inside the I-X Center must be in compliance with the parameters set forth in the Exhibitor Manual.

BOOTHS – Each 10' x 10' booth space includes 8' Royal Blue, Black and White backwall drape, 30" high Royal Blue siderail, and a 7" x 44" white identification sign with the company name in black letters. Specifications and restrictions on booths, displays and exhibits are included in the Exhibitor Manual. Exceptions to these specifications and restrictions must be obtained in writing from Show Management.

The I-X Center will provide electrical power, water and light as may be reasonably required as well as reasonable heating and/or air conditioning on Show Days only. The determination as to what shall constitute reasonable for these purposes shall be made solely by the I-X Center in its unfettered discretion.

The method of determining space assignment shall be established by ITEC from time to time, as it determines is in the best interest of the Show. Show Management reserves the right to relocate exhibits at any time to accommodate Show needs. Exhibitors wishing a change in booth location must submit a request in writing to Show Management. Show Management will then place such Exhibitor on a Booth Change Request List if such Exhibitor is current on all payment obligations. The floor plan maintained by ITEC shall be the official floor plan.

No Exhibitor shall assign or sublet any part of its assigned space without the consent of Show Management in writing.

4. Exhibit Installation and Removal

Any space not occupied by the time set for completion of installation of exhibits may be reassigned at the discretion of Show Management, and no refunds will be issued to Exhibitor unless special arrangements have been approved by Show Management. Exhibitor must keep the exhibit open and staffed at all times during the show hours. Exhibitor shall not initiate tear-down, packing, or abandon exhibit prior to the official end of the Show. In the event Exhibitor does so, the Exhibitor will be subject to a fine and loss of one or more seniority points and may be refused the right to exhibit at future ITEC events, in the sole discretion of Show Management.

Exhibitor agrees to begin tear-down as soon as practical *after* the end of the Show. If tear-down of the exhibit has not commenced by 12 p.m. the day after Show close, ITEC shall have the exhibit dismantled at the Exhibitor's expense. Exhibitor shall return the exhibit area at the conclusion of the Show in good condition and repair, ordinary wear and tear excepted. Any costs incurred by ITEC or the I-X Center to restore exhibit areas to its condition prior to the Show, including but not limited to removal of signs, balloons, tape and other things not removed by Exhibitor, shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor personnel.

Exhibitor agrees to abide by all agreements between ITEC, the I-X Center or any of its agents pertaining to the use of union labor at the I-X Center, and to abide by all labor regulations as stated in the Exhibitor Manual. Show Management is not liable for changes in union regulations.

If Exhibitor uses the services of an Exhibitor-Appointed Contractor (EAC), Exhibitor is responsible for ensuring that the EAC conforms to the regulations included herein and in the Exhibitor Manual. The I-X Center must approve all use of EACs.

5. Exhibitors and Other Attendees

Exhibitor shall be bound by all pertinent laws, codes and regulations of federal, state, municipal or other authorities having jurisdiction over the exhibit facility or the conducting of the exhibit, together with the rules and regulations of the I-X Center.

The Exhibit Hall is open to registrants, press, exhibitors and guests. Admittance to the Exhibit Hall and all other ITEC related functions will be by official ITEC badges only. Exhibitor must wear the ITEC badge at all times, including move-in and move-out. Badges are specific to the Exhibitor and its personnel and are non-transferable. Show Management shall have sole control over admission policies and reserves the right to refuse or grant admission at all times.

Non-exhibiting firms may not distribute promotional materials nor demonstrate products in another exhibitor's booth, or anywhere in the I-X Center, its parking lots, or in any official ITEC 2010 hotel's public space.

6. Cancellation

Cancellation by Exhibitor:

Exhibitor agrees to notify Show Management in writing if it intends to withdraw from the Exhibit Program. Upon receipt of such notice, Exhibitor shall lose all rights and privileges of an exhibitor and such Exhibitor's space shall be automatically released to ITEC for reassignment. The following refund schedule will be strictly followed in the event of a cancellation by Exhibitor for any reason. The date of cancellation will be the date Show Management receives written notification of such cancellation.

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March 31, 2009 – January 15, 2010: ITEC shall retain as liquidated damages 100% of the deposit.

January 16 – August 2, 2010: ITEC shall retain as liquidated damages 100% of the deposit and 50% of the remainder of the fees paid by Exhibitor to date.

After August 2, 2010: ITEC shall retain as liquidated damages 100% of the deposit and all fees paid by Exhibitor to date.

Exhibitor agrees that after August 2, 2010, there will be no refunds at all, for any reason whatsoever, even if the Show is sold out. Refunds and liquidated damages are based on the full exhibit space rental cost and not the deposit. Exhibitors canceling a portion of the contracted space cannot apply deposits for the canceled portion to pay for the remaining contracted space. ITEC is not liable for interest on any amount refunded. Exhibitor is responsible for all bank fees incurred in payment of any fees related to the Show. Reduction of booth space may result in the relocation of an exhibit. Cancellation monies cannot be applied to future shows.

It is agreed that if the Exhibitor fails to comply in any respect with these terms and conditions, then ITEC shall have the right without notice to the Exhibitor to sell or offer for sale the exhibit space covered by this contract, said Exhibitor will be liable for any deficiency, loss or damage suffered by ITEC, which loss or damage the Exhibitor agrees to pay to ITEC upon demand together with reasonable expenses and costs incurred by reason thereof.

Cancellation by ITEC:

ITEC may cancel this contract and shall not be liable for its failure to perform its obligations hereunder if such cancellation/failure is due to circumstances beyond its control, including, but not limited to, the I-X Center being unfit or unavailable, in whole or part, fire, act of God, unavailability of utilities, public emergency or threat, act of war, terrorism, strikes or labor dispute, authority of law, or similar cause making this contract illegal, impossible, inadvisable or commercially impracticable to perform. In the event the Show is canceled or interrupted for any other reason, ITEC, at its option, may return the amount paid for space after deduction of any amounts necessary to cover expenses incurred by ITEC in connection with the Show, or may change the location or dates of the Show. No monies will be returned should the dates or location of the Show be changed by ITEC, rather, Exhibitor will be assigned space which Exhibitor agrees to use under these same rules and regulations. ITEC shall not be financially liable in the event the Show is interrupted, canceled, moved or dates changed except as provided herein. Exhibitor waives any and all other damages and claims against ITEC.

7. Insurance, Liability and Indemnification

Exhibitor agrees to maintain, at its sole cost, adequate insurance to fully protect ITEC and any co-sponsors, Show Management, service contractors and the I-X Center from any and all claims arising from Exhibitor activities including, but not limited to, the installation, operation and dismantling of Exhibitor displays. This includes claims under the Workers' Compensation Act or for personal injury, death, or for damage to property. Exhibitor is responsible for any and all damages caused by the Exhibitor, its employees and agents. Exhibitors must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors' personal injury and blanket contractual liability insurance; all with limits of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate. The coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name ITEC, Crain Communications Inc and the I-X Center and their respective affiliates, officers, employees and agents as additional insureds and be provided to Show Management at least 30 days before the proposed exhibit date.

Certificates should be sent to:

ITEC SHOW MANAGEMENT

RE: ITEC 2010 Certificate of Insurance
1725 Merriman Rd., Akron, OH 44313 USA
email: itecinfo@crain.com

The Exhibitor understands that neither ITEC nor the I-X Center maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

ITEC shall not be responsible for any damage or injury (including death) that may occur to Exhibitor, its agents, servants, employees, agents or property from any cause whatsoever, except the gross negligence, recklessness or willful misconduct of ITEC, its agents or employees, arising out of ITEC duties under this contract. Exhibitor hereby expressly releases and waives all claims of any kind against ITEC,

Crain Communications Inc and any co-sponsors, service contractors and the I-X Center, except as described in the preceding sentence. ITEC and the Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. ITEC, its staff, employees or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency.

Exhibitor agrees to indemnify ITEC, Crain Communications Inc and its co-sponsors, service contractors and the I-X Center (and each of their parent, subsidiaries, affiliated companies, directors, officers, employees, contractors and agents) (the "Indemnified Parties") against all liabilities, suits, fines, damages, claims and expenses (including, but not limited to, reasonable attorneys' fees) that may be imposed upon, incurred by, or asserted against the Indemnified Parties because of any of the following arising out of or related to ITEC: (a) any act or omission to act incurring in, on or about the I-X Center or an official conference hotel or en route to or from the Show by Exhibitor or its respective officers, employees, contractors or agents (the "Indemnifying Party"); (b) without limiting the foregoing, any negligence on the part of the Indemnifying Party; (c) any accident or injury (including death), to any person or damage to any property (whether belonging to the Exhibitor or any other person or entity) occurring in, on or about the I-X Center or any official conference hotel or en route to or from the Show during the Show (including Move-In and Move-Out), except to the extent the same was caused by the grossly negligent, reckless or willful act or omission of an Indemnified Party; (d) any liability that may be asserted against an Indemnified Party or any lien or claim that may be alleged to have arisen against or on the I-X Center, an official conference hotel, or en route to or from the Show in connection with the Show under the laws of the State of Ohio or any other governmental authority as a result of such Indemnifying Party's act or omissions; and (e) all fees, charges or taxes due to the City of Cleveland (other than real property, ad valorem taxes or taxes based on income to Owner or its employees) and all sales taxes arising out of or due to the presence of the Indemnifying Party at the Show.

8. Exhibitor Activities

Neither Exhibitor nor any affiliate thereof shall conduct any meeting or event during Show Days that would encourage attendees to leave the Exhibition or its sessions/activities. Only Exhibitors with advance written permission of ITEC will be permitted to have meeting rooms or hospitality/business suits at any of the official ITEC hotels or I-X Center. ITEC reserves the right to control activities associated with the Show, including those sponsored by Exhibitor during the Show Days, whether inside or outside of the I-X Center. Exhibitors must inform ITEC of any hospitality suites, functions, classes, seminars or exhibits being held at venues other than the Exhibit Hall, and must receive express written consent from ITEC for said activities prior to the Show. With the exception of business or internal staff meetings, Exhibitor is not permitted to schedule or be affiliated with any meetings, functions, classes, seminars, exhibits or hospitality events that compete with ITEC or its official events.

9. Available Services

Each Exhibitor will have the opportunity to provide information on the products and services they will provide at ITEC. This information will be on the ITEC web site. Further information and instructions for participation in these programs will be e-mailed to each Exhibitor.

10. Communication

The signer and/or executor of the ITEC 2010 Contract for Exhibit Space, whether online or in writing, shall be the official representative of the Exhibitor and shall have the authority to act on behalf of the Exhibitor. Exhibitor agrees to accept information sent by ITEC via e-mail, fax or any other method of communication.

11. General

Show Management reserves the right to address and resolve any matters not specifically covered in these rules and regulations in its sole discretion as it deems appropriate in the best interest of the Show. Show Management may change, add or delete regulations as it deems necessary, without notice, to ensure the success of the Show. Any changes shall be binding on Exhibitor. The ruling of Show Management shall be final in all instances with respect to attendance to or use of the Exhibit Space.