

2009 APPL TRADE SHOW CONTRACT

This contract states the terms of agreement for the provision of booth space at the 2009 Association of Partners for Public Lands Annual Trade Show, hereafter referred to as "Trade Show." The Trade Show will be held at the Baltimore Convention Center in Baltimore, Maryland, hereafter referred to as "Facility." This agreement is between Organization that is purchasing Exhibit Space, hereafter referred to as "Exhibitor" and the Association of Partners for Public Lands, hereafter referred to as "APPL". Drayage will be provided through Hargrove Convention Services, hereafter referred to as the "Decorator". Attendance is subject to the terms and conditions of this Trade Show Contract and as described in *Trade Show Information* (brochure posted at www.appl.org). Exhibitor must register online. Booth space is confirmed once payment has been processed. Trade Show Management reserves the right to make changes to Exhibitor's booth space, requests and/or Trade Show floor plan. Should exhibit space become unavailable by the time your registration is processed, a full refund will be made and you will have the option of being put on a wait list. Benefactors of the Vendor Support Program and Members of APPL have the opportunity to register first. Sponsors of the Vendor Support Program have the opportunity to register second. General registration will be open to all on a first come, first served basis beginning September 22, 2008. Completed Trade Show Registration Form and full payment are due no later than January 23, 2009.

1. Package Registration approval entitles Exhibitor, subject to the terms and conditions of this contract, to the following during the Trade Show: a) the Exhibit Space Package as stated in *Trade Show Information*; b) up to two Exhibitor registrants per 10' x 10' exhibit package (includes Premium, Standard, and Discounted); one Exhibitor registrant per Table Top package. c) 10' x 10' exhibit package includes approximately a 10' x 10' draped, space, a wastebasket, two chairs, one 6' skirted table and identification sign. A Table Top Space includes one 6' skirted table, one chair and a wastebasket. d) Exhibitor purchasing a 10' by 10' booth exhibit package may purchase additional Exhibitor registrations for \$175 per person for the entire show period or \$100 per person, per day. e) Exhibitor purchasing Table Top Space package is not allowed to purchase additional exhibitor registrations. f) name badges for each Exhibitor. g) Posting of Exhibitor information, show information/specials, author signing, door prizes, and applicable giveaways on APPL Web site and in on-site materials as described in *Trade Show Information*. h) link from the APPL Web site to Exhibitor Web site h) 2009 Convention Attendee and Exhibitor lists i) Entrance to the following sessions: *Exhibitors' Meeting, Buyer and Seller Forum, and Achieving Your Business Goals Through Relationships with the APPL Community*. j) Opportunity to purchase tickets on-site to General Session or Educational Sessions for \$75 per session/per exhibitor k) Booth identification sign with booth number and company name; l) Complimentary refreshments and food and beverage served in the Trade Show Hall (Tuesday Reception, Wednesday lunch)

2. Cancellations and Refunds. Cancellations to all or part of your registration must be made in writing and addressed to the Registrar no later than January 23, 2009. A \$100 cancellation fee will be charged to booth cancellations made prior to January 23, 2009. No refunds will be processed after January 24, 2009. Communications should be sent via e-mail to registrar@ptfassociates.com or by fax to 240-379-7080.

3. Changes and Exhibitor Registrations. Main contact can update exhibitor information and ticket purchases at https://www.ptfassociates.com/secure/app/exhibitor_login.asp?ID=57, using password to access organization's registration records.

4. Subletting/Sharing. Subletting and/or sharing the booth are not permitted. The use of the booth is limited to the Exhibitor and its paid representatives for which the exhibit fee described above has been paid.

5. Display Limitations for Exhibitors. Booth furniture, display equipment or merchandise may not protrude from the booth. The arrangement of the Exhibitor's merchandise and/or booth furnishings must also conform to the following requirements: a) The display does not exceed a total height of 10 feet on 10' by 10' spaces or 5 feet on Table Top space. b) The display does not interfere with any other Exhibitor's display in any way. c) All displays are self-standing and do not rely on the booth structure for support. d) Displays cannot be top-heavy, unstable or protruding in a manner that is objectionable or dangerous to attendees, other Exhibitors. e) Decorator does not allow any pinning or taping to the booth draping. Hooks will be provided. f) The Exhibitor agrees to abide by any additional rules and regulations of the Facility and the Decorator. g) All materials including those used for display purposes must be suitably fireproofed and conform to the requirements of the City, State, and Facility. h) No decorations, advertising, or signs shall be outside the booth space. i) Table Top Exhibits must be contained to the Tabletop space with Exhibitor behind the Table.

6. Booth Identification Sign. The booth will be provided with a sign denoting the company name and booth number. The company must be the name of record on file with Trade Show Management. Exhibitor name and booth number must be visible in the booth at all times.

7. Drayage. The Exhibitor agrees to use the contracted Decorator for drayage. All drayage charges are the sole responsibility of the Exhibitor. Shipping and rate information will be made available on-line and e-mailed to Exhibitors directly from the Decorator.

8. Storage of Cartons, etc. All cartons and other containers used to transport merchandise and displays to the Trade Show will be stored only in the area designated by the Decorator.

9. Distribution of Food or Beverages. The Exhibitor may not distribute any foodstuffs or beverages from its booth or elsewhere on the Facility property without authorization from APPL. Food and Beverage must be purchased by Convention Center's Licensed Caterer.

10. Schedule. The Exhibitor must adhere to the published Trade Show schedule and to any variations in the schedule that may be introduced during the period of the APPL convention at the Trade Show Management's sole discretion. Requests to deviate from schedule must be authorized and coordinated by Trade Show Management. Changes to schedule will be posted on the APPL Web site and e-mailed to Exhibitor's Main Contact and registered Exhibitors. It is the responsibility of the Exhibitor to check Web-site for updates and changes.

11. Insurance. APPL, the Decorator, and the Facility do not accept responsibility for the Exhibitor's property or person. It is the sole responsibility of the Exhibitor, if so desired, to obtain business interruption, liability, and property damage insurance covering the Exhibitor's property. The Exhibitor agrees to add APPL and the Facility as additional insureds on its own commercial liability insurance policies. APPL reminds Exhibitors that the exhibit hall area presents dangers to children (persons under the age of 18). Children must remain with their guardian at all times. Children must be registered with Trade Show Management and badged.

12. Etiquette/Ethics. The Exhibitor is not to enter another Exhibitor's display without

permission. Photography of another Exhibitor's display without permission is prohibited. Exhibitors displaying audio or video products are to keep the volume at a minimum level in respect of other Exhibitors, attendees, and Trade Show Management.

13. Solicitation. Solicitation or advertising not approved by Trade Show Management, by an Exhibitor or any representative's of an Exhibitor's organization on the Facility premises outside the Exhibitor's booth or display area is prohibited.

14. Liability Limited. The Exhibitor understands and agrees that employees or agents of the city and state where the Trade Show is being held, the Facility, including law enforcement personnel (collectively "Public Employees"), will have access to the Facility and that, notwithstanding any security services provided by Trade Show Management. Trade Show Management assumes no responsibility for acts or omissions of any Public Employee or the acts or omissions of any other persons or entities not an employee or agent of Trade Show Management. Trade Show Management is not responsible for any damage or injury resulting from fire, the elements, mob riot, war or civil commotion, or civil authority, or labor difficulties, negligence, lockouts or strikes against APPL or the Facility.

15. Default. Exhibitor shall be in default under this contract for any failure to comply with any of the terms and conditions hereof. Any default will automatically result, at the sole discretion of Trade Show Management, in revocation of permission to use the booth or otherwise participate in this or future APPL Trade Shows. Trade Show Management shall have the right to remove the Exhibitor's property from the Facility and to store such property at the Exhibitor's sole risk and expense, if the Exhibitor's property is not immediately removed upon revocation of permission to use the booth. Any waiver by Trade Show Management of its rights upon default of the Exhibitor will not act as a waiver of such rights in the event of any other default. The Exhibitor shall have no right to any refund in the event its right to occupy the booth is terminated pursuant to default and shall continue to be bound by this Agreement in the event of such termination, including, but not limited to, the reimbursement of Trade Show Management for damages. The Exhibitor will be allowed 30 minutes to conform to a request to vacate.

16. Removal of Exhibitor's Property. Trade Show Management reserves the right to remove the Exhibitor's property, or appoint the Facility or another person to do so from the Facility at the Exhibitor's sole expense and risk, if APPL's license to use the Facility is revoked for any reason, and if such property is not removed by the Exhibitor within reasonable time after Trade Show Management's request to do so.

17. Return of Booth Space. The Exhibitor will vacate the booth space by 7:00 p.m. on Wednesday, March 4, 2009, and return the booth space to the Facility in the same condition as when first occupied, normal wear and tear accepted. The Exhibitor shall reimburse Trade Show Management for any stains, etchings, acid or other burns, adhesive residue or other damage or debris caused or left by the Exhibitor or its representatives.

18. Prohibited Materials. The Exhibitor shall not bring or permit any weapons, flammable, explosive or volatile material or material under high pressure, including gasoline, kerosene, acetylene, propane or other fuels or combustibles into the Facility.

19. Exhibition Hall Rules and Directions. The Exhibitor shall comply with all the Facility Rules and Regulations, whether or not stated in this contract, and all applicable federal, state, and local laws. The Exhibitor will obey the instructions of Trade Show Management, Facility staff, and law enforcement officials at all times on the Facility premises. The exhibit hall is non-smoking.

20. Licenses and Permits. The Exhibitor, at its own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to sales tax, which accrue to it during the Trade Show.

21. Indemnification. Exhibitor's shall indemnify, defend, and hold harmless APPL and the Facility from any and all claims, losses, liabilities, or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by an installation, removal, maintenance, occupancy or use of the Facility or any part thereof, by Exhibitor. The Exhibitor shall comply with all federal copyright laws, including music licensing, of unfair competition for all materials displayed in, advertised by or sold from the booth. Exhibitor shall indemnify, defend and hold harmless APPL and the Facility from and against any and all claims, losses, liabilities or damages resulting from the Exhibitor's failure to comply.

22. Disputes and Resolution. The decision or opinion of Trade Show Management in the interpretation of this contract shall be final and binding on the Exhibitor. Parties are prohibited from initiating legal action against the other for the purpose of enforcement of this contract. Resolution steps shall be as follows: 1) Both parties shall employ their best effort to resolve any dispute. 2) If dispute cannot be resolved, mediation or standard alternative dispute resolution according to the prevailing laws of the State of Maryland shall be employed. 3) If all other efforts fail, both parties agree to submit to binding arbitration with the costs equally split by both parties.

23. Severability. The enforceability, validity, or legality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal. By signing the Trade Show contract, the Exhibitor hereby accepts booth space for the APPL's 2009 Trade Show and agrees to be bound and abide by all of the terms and conditions therein.