

ProShow, Inc.
SHOW CONTRACT

BETWEEN: *ProShow, Inc.* (the "Management")

AND: the Company named on the reverse (the "Exhibitor")

WHEREAS:

A. Management has obtained a license (the "License") to use certain premises (the "Center") for the purpose of holding an exhibition entitled "*Christmas Expo*" (the "Exhibition").

B. The Exhibitor wishes to use certain space at the Center for the purpose of participating in the Exhibition (the "Premises").

Now, therefore, this Contract witnesses that in consideration of these covenants and agreements set forth the parties agree as follows:

1. Eligibility

Management has the sole discretion to determine the eligibility of any person to participate in the Exhibition and the decision of Management is final and binding.

2. Insurance and Indemnity

a) The Exhibitor will obtain and pay for public liability and property damage insurance in respect of the Premises which contains:

- (i) coverage for personal injury;
- (ii) coverage for property damage;
- (iii) coverage for economic loss;
- (iv) acknowledgment of the existence of this Contract; and,
- (v) a cross-liability clause.

b) The Exhibitor shall carry Comprehensive Liability Insurance for a limit of not less than \$1,000,000 and a certificate of liability insurance must be available to Management upon request.

c) Management is not liable for any personal injury, property damage or economic loss, including theft (the "injuries") which is sustained by the Exhibitor, his officers, employees, agents or any member of the public if such injuries arise out of or are in any way connected with the Exhibitor's use or occupancy of the Premises or participation in the Exhibition (the "Exhibitor's Injuries") and the Exhibitor assumes all risks of the Exhibitor's Injuries and agrees to hold the Management harmless and completely indemnified against any and all losses, claims, suits, expenses, including reasonable legal defense fees, and demands which arise from the Exhibitor's injuries.

3. Exhibits

a) No alteration of the Premises may be made by the Exhibitor without the prior approval of Management.

b) Management reserves the right to alter the Premises or remove the Exhibitor from the Exhibition if, in Management's opinion, such action is necessary to maintain the nature and the character of the Exhibition.

c) The Exhibitor may, subject to the terms of this Contract, arrange the Premises in the manner deemed by him best fitted for displaying, demonstrating and selling his goods or services.

d) The Premises will be arranged in a manner that does not interfere with other premises and the Management has the sole discretion to determine interference.

4. Risk

a) Management reserves the right to prohibit any arrangement of the Premises which in its opinion may in any way cause danger or risk of injury to persons attending the Exhibition.

b) Notwithstanding 4a) the Exhibitor will use his Premises in such a manner so as not to cause damage to any other premises or the Center and any such damage, costs or expenses are the sole expense and responsibility of the Exhibitor.

5. Assignment

The Exhibitor will not assign, sublease or sublicense all or any part of the Premises or otherwise permit the occupation of the Premises by any person other than a lawful representative of the Exhibitor, without the prior written consent of Management, which consent may be arbitrarily withheld.

6. Rules

The Exhibitor, his officers, employees, agents and permitted assigns will at all times observe and comply with all rules and regulations which Management may establish from time to time (the "Rules") and such Rules are deemed to be incorporated into and form part of the Contract.

7. Termination

a) Management may terminate or vary this Contract and withhold

possession of the Premises:

(i) if the Exhibitor violates any term or condition of the Contract including the Rules;

(ii) in the event of a strike, lock-out or labor dispute involving directly or indirectly the Exhibitor which, in the sole opinion of Management, may adversely affect Management, the Exhibition and other exhibitors.

b) In the event of the termination of the Contract, management may retain all monies received from the Exhibitor as credit against costs and expenses incurred or which Management may incur as a result of this Contract and all monies so retained will in no way be considered a penalty against the Exhibitor but rather liquidated damages of Management.

c) In the event of the termination of the Contract, Management may enter into a contract with any other person in respect of the Premises.

8. Cancellation

a) Management reserves the right at all times to change the dates of the Exhibition or to cancel the Exhibition if circumstances occur which are beyond control of Management and which, in Management's sole opinion, require such a change or cancellation.

b) In the event that Management changes the date of the Exhibition or cancels the Exhibition, the Exhibitor will have no right to compensation for any losses or costs related to the change or cancellation.

c) In the event that Management fails to comply with the terms and conditions of the Contract where the failure to do so is due to circumstances occurring which are beyond the control of Management, the Exhibitor waives any claim for damages or compensation for loss of revenue.

9. Exhibitor Duties - The Exhibitor will:

a) permit Management to enter and inspect the Premises;

b) comply with all laws pertaining to the Exhibition and the Premises;

c) comply with any labor contracts and labor legislation in effect applicable to the Center and the Premises;

d) conduct and manage his business in an orderly, lawful and professional manner so that no act or thing is done on the Premises which may cause damage, distress or annoyance to Management or the members of the public;

e) provide qualified personnel to staff the Premises during the Exhibition Schedule.

10. Promotion

a) Management, at its sole discretion, has the right to use the name, corporate logo and any other information regarding the Exhibitor which the Exhibitor has provided to Management ("Promos") to promote the Exhibition.

b) The Exhibitor represents and warrants that the Exhibitor has the right to use the Promos.

c) The Exhibitor consents to Management using the Promos.

11. License

The contract is subject to and expressly includes the terms and conditions of the License.

12. General

a) The Contract is governed by the laws of the State of Pennsylvania.

b) This Contract constitutes the whole of the agreement between management and the Exhibitor and there are no representations, warranties, or conditions oral or written express or implied, except those set out in the Contract.

c) In the event that any provision of the Contract is determined to be void or unenforceable in whole or in part, it will not be deemed to affect or impair the validity of any other provision or part of a provision.

d) This contract is binding on the parties, their legal representatives, successors and permitted assigns.

e) The Headings in the Contract are for reference only and form no part of the Contract.

f) Use of the singular or the masculine in the Contract is deemed to include the plural, the feminine and neuter where the context of the Contract so requires.

MANAGEMENT CANNOT GUARANTEE BOOTH SPACE WILL BE HELD IF THESE CONDITIONS ARE NOT MET.