WORLD OF CONCRETE | WORLD OF MASONRY | TECHNOLOGY FOR CONSTRUCTION

Las Vegas Convention Center • Las Vegas, Nevada USA
Exhibits: February 5-8, 2013 • Seminars: February 4-8

APPLICATION & CONTRACT

SPACE DRAW DEADLINE IS MAY 18, 2012. RETURN ORIGINAL SIGNED CONTRACT. (NO COPIES) **Incomplete Contracts Will Not Be Accepted**

COMPANY INFORMATION

Legal Company Name: _____
Exhibiting As: _____
Mailing Address (NO P.O. BOXES): _____
City: _____ State/Province: _____ Zip/Postal Code: _____ Country: _____
Phone: _____ Toll-Free: _____ Fax: _____
Company Web Address: _____

(The published Program & Exhibits Guide and online company profile will contain only the contracted company name or Exhibiting As name, address, fax and URL as indicated above.)

PRIMARY CONTACT INFORMATION

Contact: _____ Title: _____
Phone: _____ Fax: _____ Email: _____

INVOICE/ACCOUNTING CONTACT INFORMATION (if different than primary contact)

For all invoice/accounting correspondence

Contact: _____ Title: _____
Mailing Address (NO P.O. BOXES): _____
Phone: _____ Fax: _____ Email: _____

REQUIRED **Please Check One** Exhibiting company is: ☐Manufacturer ☐Exclusive US Distributor ☐Service Company/Other *(describe)* _____

If Exclusive US Distributor, for which company: _____

Products to be exhibited: _____ **(This information will be verified.)**

List specific companies (not product lines) you **do not wish to be next to**, limit of four companies. *(See Assignment of Space on reverse side)*

1. _____ 2. _____ 3. _____ 4. _____

INDOOR EXHIBIT SPACE

REQUIRED

Inline Booths only: All corner booths are $150 per corner. Please check one:
❑$150/1 corner ❑$300/2 corners

Booth choices are used as a guideline. They are not a guarantee of space.
List desired booth location preferences by booth number; space is allocated in 100 square foot increments.

1st choice _____ **2nd choice** _____ **3rd choice** _____
4th choice _____ **5th choice** _____ **6th choice** _____

REQUIRED
Please check the area of the exhibit floor in which you wish to exhibit.
Please check one:
❑ General ❑ Producer Center
❑ Concrete Repair and Demolition ❑ Technology for Construction
❑ Material Handling ❑ World of Masonry

Indoor Booth Rates

AFTER MAY 18, 2012
3,000 sq ft - 7,499 sq ft = $31.00/sq ft
1,000 sq ft - 2,999 sq ft = $32.00/sq ft
Less than 1,000 sq ft = $33.00/sq ft

*** If purchasing more than 7,499 sq. ft. of space, please contact your Account Rep.**

Dimensions: _____ x _____ = _____ total square feet **REQUIRED**

TOTAL SQUARE FEET	X	SPACE COST	=	INDOOR SPACE	+	CORNER FEE	+	OUTDOOR SPACE	+	ADDITIONAL SPACE	+	ENCLOSED EXHIBIT MTG. SPACE	+	BRANDING	$ CONTRACT TOTAL	x 50 % =	$ DEPOSIT REQUIRED	+	$ Total hanleywoodCONNECT and PS 100%Due

SPONSORSHIP/BRANDING/ADVERTISING

Sponsorships earn 1 priority point per $2,000 sponsorship expenditure. Available to 2012 exhibitors only on a first-come, first-served basis. ***50% deposit due at time of purchase.***

PACKAGE BRANDING

❑ Contract Special*** ..... $ 2,225
❑ First-Timers Package ..... $ 2,500
PICK 3:
❑ Rotating Kiosk Panel ❑ 3'x5' Floor Graphic ❑ 10'x10' Outdoor banner
❑ 5'x10' Lobby Banner ❑ Lobby Billboard (Double-sided)
No substitutions ..... $ 8,750

BANNERS

❑ Lobby Banner (5' V x 10' H min.) ..... $ 2,100
❑ Outdoor Banner (10' V x 10' H min.) ..... $ 4,300
❑ Large Outdoor Banner (20' V x 30' H) ..... $ 25,800

GENERAL

❑ Addendum Header* ..... $ 4,000
❑ Badge Holder Station (Pkg. of 2)* ..... $ 7,500
❑ Badge Mailing Insert** (4 available) ..... $ 6,500
❑ Education Track Sponsor ..... $ 5,000
❑ Exhibit Hall Floor Graphic ..... $ 1,600 ea.
❑ Exhibit Hall Floor Graphics (Pkg. of 3) ..... $ 4,200
❑ International Business Center (IBC)* ..... $ 10,000
❑ Lobby Floor Graphic ..... $ 1,600 ea.
❑ Lobby Floor Graphics (Pkg. of 3) ..... $ 4,200
❑ Show Bags * ..... $ 25,000
❑ Restaurant Sponsorship (2 available) ..... $ 28,500 ea.
❑ "You Are Here" Board ..... $ 850

Details and additional branding opportunities available at www.worldofconcrete.com

Total $

* Exclusive
** Must provide materials
***Available when submitted with contract

ONLINE OPPORTUNITIES FOR *hanleywoodCONNECT*. *Payment due in full.*

DIGITAL MARKETING OPPORTUNITIES
☐ Upgraded Profile ..... $ 595 $_____
• Company Logo • Product Previews
• Profile Video • Show Specials
• Keyword • Press Releases

FLOOR PLAN LOGO
☐ Floor Plan Logo (20'x 20' or larger) .... $ 500 $_____

WEB BANNERS
☐ Banner Web Ad 728 x 90 ..... $ 8,000 $_____
☐ Premium Web Ad 180 x 150 ..... $ 7,000 $_____
☐ Button Web Ad 125 x 125 ..... $ 2,000 $_____

MOBILE APP
☐ Rotating Banner Ad ..... $ 3,900 $_____

CONNECT MESSAGES
☐ 250 Message Credits ..... $ 150 $_____
☐ Upgraded Message Template ..... $ 250 $_____

Contact your Digital Account Executive for additional information.
Charlia Owens | 972.536.6418 | cowens@hanleywood.com

Total Digital Marketing Cost $_____

OUTDOOR EXHIBIT SPACE

List desired dimensions of booth space.
Actual booth locations will be determined by the most efficient use of space. **200 sq ft minimum.**
Indicate materials needed for demonstration (additional cost). If purchasing more than 7,499 sq. ft. of space, please contact your Account Rep.

Outdoor Booth Rates
AFTER MAY 18, 2012
3,000 sq ft - 7,499 sq ft = $25.50/sq ft
1,000 sq ft - 2,999 sq ft = $26.50/sq ft
Less than 1,000 sq ft = $27.50/sq ft

Dimensions: _____ x _____ = _____ total square feet
TOTAL SQUARE FEET x SPACE COST = OUTDOOR SPACE

Materials *(The square footage of the material must reside within the square footage of the exhibit space purchased.)*

☐ **Sandbox** _____ sq ft x (4" deep) **$7.00/sq ft** *(additional)* ..... = $
☐ **Sandbox** _____ sq ft x (6" deep) **$7.50/sq ft** *(additional)* ..... = $
☐ **Slab On Grade** _____ sq ft x **$11.50/sq ft** *(additional)* ..... = $
☐ **Wall*** _____ linear feet x **$290/linear ft** *(additional)* ..... = $

**Minimum 10' x 10' slab required with wall for support. Minimum 10' wall length required.*

☐ **Custom Slab/Wall**** ..... = $ QUOTE

****Special requests for Custom Slab/Wall designs, props and added materials require a price quote; you will be contacted.**

Total Outdoor Exhibit Cost = $

All materials ordered after December 3, 2012 will incur a $2.00 surcharge per sq. ft. Custom props will incur a 10% surcharge.

ENCLOSED EXHIBIT / MEETING SPACE 10' x 10'

black hard wall space. Includes: 30" round table, 4 side chairs, grey carpet, electricity (110V, 5 amp outlet) and a waste basket. Inclusions will be adjusted if multiple units are purchased; price remains the same.

QUANTITY x SPACE COST **$4,200 / 100 sq ft** = TOTAL COST $

PRODUCT SHOWCASE (PS)

Showcase your high-profile and unique products in this highly visable area. Entries are limited to 2013 Exhibitors. Multiple spaces may be purchased. ***You will be contacted after space draw with detailed display information.***

❑ Half Tabletop Display 3'w x 2'd x 3'h - 50 lb. Weight limit . . . . . $ 325
❑ Full Tabletop Display 6' w x 2'd x 3'h - 100 lb. Weight limit. . . . . $ 450
❑ Free-Standing Floor Display 4'w x 4'd x 8'h . . . . . $ 625

Total Product Showcase Full Payment Due $

WOC 2013 Booth Traffic Builder Programs for pre and onsite promotions.

> Daily News Pre-Show Planner, digital edition, 200,000 distribution, Mid-December distribution.
> Daily News Newspaper, distributed daily during WOC, at show distribution. 1 price for all editions.
> Exhibitor Directory and Program Guide, comprehensive "in print" search engine of all exhibits by product, at show distribution.

***** 35-40% combination discounts available!!! Contact Greg Cooke for details at gcooke@hanleywood.com**

METHOD OF PAYMENT - U.S. FUNDS ONLY. PLEASE CHECK ONE.

Exhibitors may pay deposit, hanleywoodCONNECT and PS via Credit Card. Accepted: Visa, MC, AMEX

❑ *Check (Make checks payable to World of Concrete)* ❑ *Credit Card* ❑ *Wire/ACH*

If paying by Credit Card, please use the Credit Card Payment Form.
For proper credit to your account, please identify World of Concrete and your booth number if known. Exhibitor is responsible for any bank fees associated with payment. For Wire/ACH; (Call your account rep for wire transfer details)

FOR OFFICE USE ONLY

Date Received: _____

AE: _____ CO ID#: _____

RETURN WITH PAYMENT TO:
World of Concrete, P.O. Box 612128
Dallas, Texas USA 75261-2128

FAX CONTRACT TO:
972-536-6402

FOR OVERNIGHT MAIL TO:
6191 N State Highway 161, Suite 500
Irving, Texas USA 75038 • 866-962-7469

We understand this application becomes a binding contract when accepted by Hanley-Wood Exhibitions. We agree to abide by the General Information, Terms and Conditions published on the reverse side and those included in the Exhibitor Service Manual. (Sign below and print name of confirming signature.) By providing your contact information and signature, you are authorizing Hanley-Wood to send you promotional materials via mail, fax or e-mail.

REQUIRED **Printed Name:** _____ **Confirming Signature:** _____ **Date:** _____

WORLD OF CONCRETE • TERMS AND CONDITIONS

1. Defined Terms
The term "Event" means World of Concrete / World of Masonry, currently scheduled to be held on February 5-8, 2013, at the Las Vegas Convention Center, Las Vegas, Nevada USA. The Event is owned, produced and managed by the Exhibitions Division of Hanley-Wood, LLC. As used hereinafter, the term "HWE" means, collectively, Hanley-Wood, LLC and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

2. Contract Acceptance
This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of HWE. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests.

3. Qualifications of Exhibitor
HWE, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for the concrete and masonry industries. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. HWE reserves the right to restrict or remove any exhibit which HWE, in its sole discretion, believes is objectionable or inappropriate.

4. Assignment of Space
Initial space assignments will be made during the space draw process. An onsite space draw will be conducted for exhibitors taking 800 NSF and greater. A contract is required for onsite assignments with deposit due by April 13, 2012. A post show space draw will be conducted for all other exhibitors and those not participating in the onsite draw. Contracts and deposits must be received on or before May 18, 2012 to qualify for the post show space draw. All contracts and deposits received after May 18, 2012 will be assigned on a first-come, first-served basis. Any such assignment does not imply that similar space will be assigned for future Events. HWE may change the date of the space draw without notice. HWE reserves the right to change the floor plan or the location of an Exhibitor's booth if HWE in its sole discretion determines that to do so is in the best interest of the Event. HWE will consider requests to keep certain companies from being next to each other, however there is no guarantee that by making this request you will not be located next to one of these companies. HWE assumes no responsibility in such instances.

5. Use of Space
The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of HWE.

6. Cancellation by Exhibitor
If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to HWE with evidence of receipt. If such written notice is received at least 180 days prior to the opening date of the Event (2/5/2013) then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of branding/sponsorship purchases, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries HWE will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause HWE to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date HWE receives the notice. HWE reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location if it requests a downsizing of space.

7. Cancellation by HWE
If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, HWE may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. HWE shall have no obligation to refund monies previously paid. HWE reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to HWE. HWE is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

8. Cancellation of the Event
If HWE cancels the Event due to circumstances beyond the reasonable control of HWE (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), HWE shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by HWE, in full satisfaction of all liabilities of HWE to Exhibitor. HWE reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If HWE changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but HWE shall assign to Exhibitor, in lieu of the original space, such other space as HWE deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If HWE elects to cancel the Event other than for a reason previously described in this paragraph, HWE shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of HWE to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

9. Exhibit Space Occupancy
Hours and dates for installing, occupying and dismantling exhibits shall be those specified by HWE. If Exhibitor fails to install its display in its assigned space by 3:00 PM on February 4, 2013 or leaves its space unattended during the Exhibit hours, HWE shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by HWE.

10. Listings and Promotional Materials
By exhibiting at the Event, Exhibitor grants to HWE a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in HWE promotional materials. HWE shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. HWE may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any HWE promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

11. Care of Exhibit Facility
Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

12. Taxes and Licenses
Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of HWE.

13. Copyrighted Materials
Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

14. Observance of Laws
Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

15. Exhibitor Information & Updates
HWE will provide Exhibitor information & updates to the designated representative of the Exhibitor, including the Exhibitor Service Manual. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. The designated representative of the Exhibitor will also receive updates on the Event via fax, mail, email and/or SMS.

16. Incorporation of Rules and Regulations
Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by HWE in its sole discretion. HWE may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by HWE as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by HWE from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

17. Installation and Dismantling
Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, HWE shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to HWE. All exhibits must remain intact until the Exhibition is officially closed.

18. Contractor Services
In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, HWE has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

19. Exhibit Guidelines
Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of HWE and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of HWE. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space.

Stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Balloons and blimps must be approved by Show Management prior to the opening of the show, in accordance with the rules as outlined in the Exhibitor Service Manual. Popcorn is prohibited on the Show Floor. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segways or Segway-type units is prohibited on the show floor. Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

20. General Terms and Conditions
HWE has sole control over attendance policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, HWE in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of HWE.

21. Assumption of Risks; Releases
Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither HWE nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither HWE nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

22. Indemnification
Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to HWE), and hold HWE and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

23. Limitation of Liability
Under no circumstances shall HWE or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall HWE's maximum liability under any circumstance exceed the amount actually paid to HWE by Exhibitor for exhibit space rental pursuant to this contract. HWE makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

24. Insurance
Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

(A) Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held;

(B) Comprehensive General Liability insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and

(C) Automobile Liability insurance with limits not less than $500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Hanley–Wood, LLC and each of its direct and indirect subsidiaries and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to HWE, shall be promptly furnished to HWE. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to HWE. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

25. Outside Exhibits/Hospitality Suites
Exhibitor is prohibited, without express written approval from HWE, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any HWE-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through HWE. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, HWE reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

26. Sound, Lighting and/or Laser Devices
The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. HWE may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

27. Fire and Safety Laws
The Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual, however HWE will not be responsible for any errors or omissions contained therein.

28. Sponsorship
Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, their sponsorship will likewise be canceled. See Item 6 Cancellation by Exhibitor.

29. Violation of Rules and Regulations
Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at the future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by HWE in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by HWE of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

30. Governing Law
This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Dallas, Texas.

Print Name _____ Company Name _____

Signature _____ Date _____

The undersigned further agrees to abode by the terms contained in this contract, the Exhibitor Service Manual, and the rates and regulations adopted by HWE in accordance with the terms herein.

WOC13