



APPLICATION AND CONTRACT FOR SPACE

November 13-15, 2009
Minneapolis Convention Center
Produced by: Midwest Home magazine/ Greenspring Media Group

FOR OFFICE USE ONLY

Space Assigned (number & section)
Accepted by
Total Space Price \$
Payment Received \$
Balance Due September 14, 2009 \$

COMPANY NAME (as it should appear in promo materials) MIDWEST HOME SALES REP

CONTACT PERSON (to receive all show materials) TEL #

STREET ADDRESS FAX #

CITY/STATE/ZIP EMER / CELL #

EMAIL ADDRESS

WEB SITE

PRODUCTS AND/OR SERVICES TO BE EXHIBITED (You MUST fill in this portion of the contract. Products and services are subject to the approval of show management. Only products and services listed below may be exhibited):

Booth Size: Desired Booth Location: 1st choice 2nd choice 3rd choice Total cost for space*\$

I would like to avoid being located next to the following companies:

*Pricing includes listing in official show guide, online at www.midwesthideshow.com, pipe and drape, company ID sign and a minimum of ten complimentary exhibitor passes. Quantity is determinate upon number of 10' x 10' spaces purchased.

Exhibitor must pay 50% (to nearest dollar) of the total cost of space as down payment to accompany returned application. The remaining 50% is due September 14, 2009. Space reserved after September 14, 2009 must include full payment. Exhibitors leasing space after September 14, 2009 will not be listed in the show program. Greenspring Media Group is not liable for the inadvertent omission of an exhibitor from the official program.

Show Program Advertising (Note 10% discount if you reserve an ad with your booth! Ad payment is not due until November 2009.)

Two-Page Spread \$7,000 \$6,300 Full-Page Back Cover \$4,500 \$4,050 Full-Page Inside Front Cover \$4,200 \$3,780
Full-Page Inside Back Cover \$4,200 \$3,780 Full-Page \$3,800 \$3,420 Half-Page \$1,950 \$1,755 Third-Page \$1,400 \$1,260

ORIGINAL SIGNED APPLICATION AND NON-REFUNDABLE DOWN PAYMENT (or full payment) MUST BE SUBMITTED TO Greenspring Media Group (GMG). When application for exhibit space has been accepted and signed by GMG and payment has been received, this application will constitute a contract and your space will then be confirmed. Contract is for the present year only and GMG makes no assurances, expressed or implied, for participation in future shows.

Authorized Signature Date

Please Print Name (Please Initial) I have read and understand the terms of this agreement, both front and back.

PAYMENT OPTIONS

Check # Visa MasterCard American Express
Credit Card # Exp. Date
Cardholder Amount \$
Signature

(Please Initial) I authorize Greenspring Media Group to process the remaining balance of 50% on this given card on September 14, 2009.

MAKE CHECKS PAYABLE TO Greenspring Media Group, 730 2nd Avenue South, Suite 600 Minneapolis, MN 55402
P: 612.371.5800 Outside Metro Area: 800.933.4398 F: 612.371.5801

TERMS AND CONDITIONS

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Greenspring Media Group (GMG), including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labour relations agreements in force (i) between GMG and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies GMG that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of GMG is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at the Show or any music, materials, devices, processes and dramatic rights (the Work) that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives, or employees is prohibited without the express written consent of GMG. The Exhibitor agrees to indemnify and save harmless GMG and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.
- h) GMG will provide eight-foot high back drapes; three-foot side drapes and rail; booth identification sign. Exhibitors are responsible for any additional material, equipment or labor needed in their areas, including tables, chairs, electrical outlets, telephone connection, Internet access, garbage cans and carpeting. Services/equipment can be ordered through Hubbell/Tyner and Minneapolis Convention Center.

2. GMG RIGHTS

- a) GMG reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and their exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which GMG considers objectionable, inappropriate, disruptive or offensive to GMG, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to GMG.
- b) GMG shall endeavor to assign booth space consistent to Exhibitor's wishes, subject to availability. However, GMG reserves the right, in its sole discretion, to assign or therefore reassign booth spaces in accordance with the effectiveness of the show as a whole. Exhibit shall not assign or sub-lease their booth space to any person or entity.
- c) GMG shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETING

The Exhibitor shall not assign any rights or sublet space under the license agreement with the prior written permission of GMG, which permission may be withheld in GMG's sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless GMG and facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) GMG, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

5. LIABILITY AND INSURANCE

- a) The Exhibitor shall obtain and maintain, at its own expense, a comprehensive general liability and all risk property insurance policy acceptable to GMG for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name GMG as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitors presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of GMG, the Exhibitor shall provide GMG with a copy of such policy.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damages or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against GMG, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- c) Neither GMG nor the facility will assume liability for loss for damage, through any cause, of equipment products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. FREIGHT CHARGES

Please note that freight charges must be pre-paid and handling charges may apply. GMG is not liable for any shipping or handling fees incurred by the Minneapolis Convention Center or Hubbell/Tyner.

7. BOOTH DISPLAY

- a) Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitors Manual. No homemade signs may be displayed. All booths must have carpet or other floor covering approved by GMG at the Exhibitor's expense.
- b) **GMG will provide an Exhibitor's identification sign and number for each exhibit space and where applicable 8-foot back drapes and 3-foot side drapes. Exhibitor shall arrange their exhibit so as not to obstruct the general view nor hide the exhibits of others. The standard exhibit may extend forward up to 5 feet from the back drop at the 8-foot height, but further extension must be limited to a 3-foot height. Exhibitor must finish or provide masking drape for the back of the unfinished or unsightly structures at his own expense. No signs, apparatus, construction etc. may extend more than 8 feet above the floor in Exhibitor's booth space. No tents. Deviations from the 8'x3' regulations may be permitted with the approval of GMG in cases where exhibit space constitutes a 4-booth (or more) island.**
- c) With prior approval from GMG, Exhibitor with a 4-booth (or more) island may hang banner/sign with company name and/or logo to a maximum height of 16'. Banner/sign may not be used to advertise sales, products, or services and must be set back at least 25% of the booth's width dimension from the back line of the booth; length may not exceed 50% of the corresponding dimension of the booth.
- d) Automatic sprinkler systems are required for single-level exhibits which have a roof or overhead covering greater than 300 sq. ft and are required throughout each level of a multi-level exhibit, including the uppermost level if covered with a ceiling. A single exhibit or group of exhibits with ceilings which do not require sprinklers under this policy may require sprinklers if, together, the combined ceilings exceed 300 sq. ft.
- e) Interviews, demonstration, and distribution of literature must be done within the Exhibitor's exhibit space. No loudspeakers or overly loud exhibits/Exhibitors will be allowed on the exhibit floor. Small sound amplification systems for captive-audience demos may be used, but the sound must not be inoffensive to neighboring Exhibitors.
- f) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by GMG.

8. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this space contract by notice in writing to be delivered to GMG no later than sixty (60) days preceding the opening date of the Show. All deposits received by GMG up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies GMG less than sixty (60) days preceding the opening date of the Show that it wishes to cancel this space contract or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show; GMG reserves the right to (iv) cancel this space contract without notice and all rights of the Exhibitor as hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from GMG.
- b) If the Exhibitor violates or breaches any other terms or conditions of this space contract, all payments made by the Exhibitor and all amounts due to GMG shall be deemed earned by GMG and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and condition of this space contract, GMG shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as GMG deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under the license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this space contract and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling GMG to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to GMG to make any claim for damages or enforcements of the payment of any amounts due pursuant to the terms hereof.

7. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) GMG is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of GMG, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, GMG will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer. GMG will be entitled to 50% of all fees owed by Exhibitors in order to cover costs incurred by GMG in planning and staging the Show.

8. MISCELLANEOUS

- a) Waiver by GMG of any breach of any term or provision of this space contract by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this space contract shall be valid unless made in writing and signed by each of the parties hereto.
- c) The license agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.
9. **TRADEMARK**
The Midwest Home Show™ is a registered trademark of GMG. Any use of the Event name or logo must be approved by GMG.