

EXHIBIT REGULATIONS AND CONTRACT TERMS

Premiere Orlando Show – June 3 - 4, 2012

Produced by Premiere Show Group

1. CONTRACT

This Application, properly executed by Applicant (hereinafter "Exhibitor") shall upon written acceptance by Premiere Shows Inc. (hereinafter "Show Management") constitute a valid and binding contract. Management reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the Exhibition. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the exhibitor's manual are made a part hereof as though fully incorporated herein, and that the said Exhibitor agrees to be bound by each and every one thereof. This agreement is governed by the laws of the State of Florida and the Exhibitor agrees to the jurisdiction of the courts of the State of Florida.

2. USE OF SPACE

- [a] **Exhibit Space Assignment.** A diagram has been provided showing Exhibit Space layout. Exhibit Space assignments shall be as indicated on the Contract. However, should conditions or situations warrant, Show Management reserves the right to relocate Exhibitors' Exhibit Space or adjust the floor plan, in its sole discretion without notification.
- [b] **Exhibit Space Equipment.** Standard equipment provided by Show Management as part of the Exhibit Space rental includes 8 foot high drapery backdrop and 3 foot high drapery side dividers to delineate Exhibit Spaces where necessary as determined by Show Management, a 44" x 7" identification sign, a 6 foot draped table and two chairs.
- [c] **Height Restrictions.** No part of a display along the back may be higher than 8 feet and side rail's no higher than 3 feet.
- [d] **Equipment Prohibited.** No flashing or strobe lights or balloons or similar objects may be used or displayed by Exhibitor without the prior written consent of Show Management.
- [e] **Aisles.** Show Management will provide carpeting for all aisle space. No Exhibitor will be allowed to extend their Exhibit Space within the aisle space.

No Exhibitor shall assign or sublet any part of its assigned Exhibit Space without the prior consent of Show Management. Prior written consent may be withheld in Show Management's sole discretion. Any Exhibit Space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of Show Management.

Exhibitor must keep the Exhibit Space rented to it open and staffed at all times during the Exhibition. Exhibitor shall comply with all pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the exhibit facility or the conducting of the Show, together with the rules and regulations of the owners and/or operators of the facility, in which the exhibition is held, and all applicable union and other contracts.

3. PAYMENT

Application/Contract and a minimum payment of 50 percent of the total invoice amount must be submitted to secure Exhibit Space. Payment in full is due no later than April 20, 2012. Any outstanding balance will automatically be charged on April 23, 2012. Show Management reserves the right to cancel the space if full payment is not received by this date.

4. CANCELLATION & FORCE MAJEURE

- [a] Show Management will not be liable for the fulfillment of this Contract as to the delivery of Exhibit Space if non-delivery is due to any of the following causes: by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, extreme weather condition, terrorism, disaster, civil disorder, acts of aggression or for any cause beyond Show Management's control. Non-delivery may result if a reasonable fear exists for any one or more of such events occurring or threatening and making it inadvisable, illegal or impossible to hold the tradeshow. However, in the event of not being able to hold the Show for any of the above named reasons, it shall be the option of Show Management to either:
- reimburse Exhibitor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to, rent, advertising, salaries and operating costs.
 - hold such funds in escrow until an alternative date has been set for the Exhibition.
- [b] No refunds will be made if force majeure should occur during the meeting.
- [c] Show Management shall not be liable for any incidental or consequential damages for any breach or failure on its part to perform under this contract and damages of Exhibitor, if any, shall be limited to the return of the deposits made by the Exhibitor.
- [d] A 50% non-refundable deposit is forfeit upon receipt of this contract.
- [e] Exhibitor is required to pay full contract price upon booth assignment. All Payments are forfeit once booth assignment has been made including any remaining balance.

5. INSTALLATION OF EXHIBITS

The exhibit hall will become available for display set-up at 1:00 pm, Thursday, May 31, 2012.

All Exhibit Space, regardless of location, may be open only during the hours assigned by Show Management. Setting up of exhibits and removal of all boxes, crates, etc., must be completed by Saturday, June 2, 2012 at 7:00 pm. Exhibit materials arriving later than this hour may be brought into the Exhibit Space only with Show Management approval.

6. DISMANTLING AND REMOVAL OF EXHIBITS

The dismantling period begins at 5:00 pm, Monday, June 4, 2012. In no case will dismantling be allowed before 5:00 pm, Monday, June 4, 2012.

7. INSURANCE - MANDATORY

Exhibitor agrees to maintain adequate insurance to fully protect Show Management and its affiliates, service contractors and the hall from any and all claims, arising from exhibitor's activities including, but not limited to, the installation, operation and dismantling of exhibitor's display. Exhibitor understands that neither Show Management nor the hall maintains insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance. Exhibitor is responsible for any and all damages caused by exhibitor or exhibitor's agents or employees. Exhibitor agrees to indemnify, defend and hold harmless Premiere Shows, Inc., its affiliates, subsidiaries, agents and employees from and against any liability for loss or damage of any kind, which exhibitor may directly or indirectly cause. Exhibitors in the show must carry: Commercial general liability including bodily injury and property damage combined shall be at least \$1,000,000 per occurrence, \$2,000,000 general aggregate. The coverage's must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name Premiere Orlando Show, Orange County Convention Center and Freeman as additional insured and be provided to Show Management on or before May 4, 2012. Exhibiting companies will not be permitted to set up any exhibits until Show Management has received the Certificate of Insurance.

8. NO CHILDREN ALLOWED ON THE SHOW FLOOR

For the safety and well being of your family, Premiere Show Group does not allow children under 18 years of age during move-in, show days, and move-out. We appreciate your cooperation with this policy.

9. PRODUCT QUALIFICATIONS

Premiere Orlando is a trade show for the Professional Beauty Industry. Products exhibited on the show floor should include only those which assist the professionals of the industry. Examples of products not allowed on the show floor include, but are not limited to, the following: unrelated industry clothing, jewelry, and other such boutique items. Show Management reserves the right to determine the eligibility of any company or product for inclusion in the conference and reserves the right to reject, effect, or prohibit any exhibit in whole or in part, or any Exhibitor, or his representatives, with or without giving cause. If an exhibitor has any product not approved by Show Management, Show Management has the authority to have the exhibiting company immediately pack up unauthorized product and will be stored at the exhibitor's expense in accessible storage.

10. LIABILITY

Neither Show Management nor its agents or representatives will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever. Under no circumstances will Show Management be liable for lost profits or other incidental or consequential damages. Show Management shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other cause beyond its control.

This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between show management and the Exhibitor. Exhibitor is held responsible to insure his own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause.

It is expressly understood and agreed by the Exhibitor that he will make no claim of any kind against Show Management for any loss, damage, theft, or destruction of goods or exhibit; nor for any injury that may occur to himself or his employees while in the exhibition facility, nor for any damage of any nature, or character whatsoever, and without limiting the foregoing, including any damage to his business by reason of the failure to provide space for an exhibit or removal of the exhibit; or for any action of Show Management in relation to the exhibit or Exhibitor. The Exhibitor shall be solely responsible to his own agents and employees, and to all third persons, including invitees and the public for all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased Exhibit Space, for negligence or otherwise relating thereto. Exhibitor does hereby indemnify and hold harmless Show Management against any and all such claims as may be asserted against it.

11. SOUND

The use of loud speakers, sound system equipment, videos, intercom systems, bands, noise-making devices are restricted to within the Exhibitor's Space. Exhibitors are asked to observe the "good neighbor" policy at all times. Show Management reserves the right to determine when such items become objectionable and to eliminate sound that interferes with other exhibitors. Show Management reserves the right to discontinue the exhibitor's use of a sound system to repeat offenders. (Refer to sound and noise regulation policy on contract.)

12. MUSIC LICENSING

Show Management requires Exhibitors to obtain music licenses through ASCAP (American Society of Composers, Authors and Publishers) and/or BMI (Broadcast Music Inc.) if they intend to use copyrighted music in their booths. Each Exhibitor is required to indemnify and hold Show Management harmless from any liability arising out of the use of music covered by other organizations.

13. CLASSROOM

If Exhibitor (Manufacturer and/or Distributor) has agreed by written consent in this contract to participate in providing education in a classroom, assigned by Show Management, that said Exhibitor must comply with the following:

- Fulfill all committed published materials covered in the Exhibition show preview including guest artists and education descriptions.
- Start and finish classes on time.

14. DISCLAIMER OF RESPONSIBILITY

On behalf of the Exhibitors, Show Management has designated an official Exhibitor Contractor to provide Exhibit Space services including but not limited to drayage, freight, booth furniture rental, cleaning, etc. Electricity, plumbing, rigging, and other such services are to be provided by the Exhibit Facility. Show Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. To the extent that Show Management does not have control over parking, food concessions, loading and unloading areas, or any and all other facility services used in at or in conjunction with the Exhibition, Show Management expressly disclaims responsibility for any aspect thereof.

15. OTHER EXHIBITS

The exhibitor agrees that neither they, their agents nor distributors will conduct any other display or exhibit any product bearing their trademark within one-mile radius of the exhibition covered by this contract during the dates of said exhibition. This limitation does not apply to participation in other trade association exhibitions which may coincidentally be ongoing in the same city or to Exhibitor's regular place of business or showroom.

16. RESERVATION OF RIGHT TO MAKE CHANGES

Any matters not specifically covered herein are subject to decision by Show Management. Show Management reserves the right to make such changes, amendments and additions to these rules as considered advisable for the proper conduct of the exhibit, with the provision that all exhibits will be advised of any such change.

17. AGREEMENT OF CONDITIONS

Each Exhibitor, for themselves and their employees, agrees to abide by these conditions and by subsequent amendments and additions thereto: it being understood and agreed that the sole control of the exhibit hall rests within Show Management.

18. DISPLAYS, ENTERTAINMENT AND EDUCATIONAL PROGRAMS

No Exhibitor is permitted to exhibit within a 50 mile radius of Orlando, FL outside the Orange County Convention Center during the period of May 25th through June 11th, 2012. This includes entertainment, educational programs, displays in hotel rooms, hotel public areas or other public spaces. This provision applies to all events of this type whether an admission fee is assessed or not.