

## RULES AND REGULATIONS

This agreement is made and entered into by and between TRLD (hereinafter "Management") and the entity and person(s) (hereinafter "Exhibitor") on the date set forth in this agreement. Failure to abide by these Rules and Regulations will result in the forfeiture of all monies paid or due Management under terms of this agreement. Character of Exhibit: In keeping with Management's policy of providing the best possible atmosphere, Exhibitor agrees as follows: Products and services will be displayed in a tasteful manner, and, in deference to fellow exhibitors and to the exhibit audience. Exhibitor will not operate noise-creating devices such as public address systems.

### PAYMENT

Full payment must accompany an application. No exhibit will be allowed until full payment has been made and all terms of the contract fulfilled. Any Exhibitor failing to occupy space is not relieved of the obligation of paying the full rental price.

### SPACE ASSIGNMENT

Assignments will be made in the order received and as much in accordance with Exhibitor's wishes as reasonable and feasible. Management reserves the right to determine, in its sole discretion, the exact location of Exhibitor's exhibit space, and further reserves the right to rearrange the floor plan or relocate Exhibitor's assigned space (*Exhibitor will be notified*).

### SUBLEASING OR SHARING SPACE

No Exhibitor may assign, sublet or apportion his space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of his business, nor permit any agent or any other exhibiting firm to solicit business in his space.

### SALES

Exhibitor may sell or take orders; however, Exhibitor shall be solely responsible for obtaining all licenses and permits required by the city, county and/or state, and for payment of all taxes and fees.

### LITERATURE DISTRIBUTION

Exhibitor materials may be distributed from within the reserved booth space only. No materials may be placed on any other tables, attached to walls or woodwork, left in public places or distributed in the aisles of the exhibit hall.

### EXHIBITOR'S ADMISSION BADGE

Each exhibiting firm will be allowed four representative badges per booth. Exhibitor shall furnish Management with a list of booth representatives by December 29th. Exhibitors must register and pickup their badges before entering the exhibit hall, and at all times wear the exhibit identification badge containing the name of the firm that contracted space.

### SERVICE CONTRACTOR

Freeman Companies (415-330-6200) will install booths and will staff a service desk at the conference during installation and dismantling. Exhibitor Service Manuals covering all services available will be mailed by September 30th.

### SHIPPING

Freeman will provide complete freight handling service including advance receipt and storage of exhibit material; rates and information will be in the service kit. **The Hyatt Regency San Francisco in Embarcadero Center has no facilities for receiving and storing materials, and will not accept any exhibit materials.**

### INSTALLATION AND DISMANTLING

In order to conform to union contract rules and regulations, it will be necessary that all exhibitors use qualified union personnel for the installation and dismantling of exhibits and for material handling within the show. The handling, placing or setting out of merchandise that is to be displayed may be done by the Exhibitor. Any installation of exhibits or displays which requires the use of hand tools, or more than one person, or longer than thirty minutes (including crating and uncrating) to install, or exceeds ten feet in any direction, shall be installed by union labor. All exhibitor materials must conform to national, state and local fire and safety codes.

Union jurisdiction allows hand-carried items (one person, one trip) only and will not permit exhibitors' use of dollies, hand trucks or pushcarts.

Freeman is responsible for maintaining in and out traffic schedules at the show site, and will have priority at the unloading area at all times. Installation must be completed by 2:00 PM, Thursday, January 22<sup>nd</sup>.

Dismantle time is Saturday, January 24th after 12:30 PM. Any dismantling done by Exhibitor prior to 12:30 PM will be a breach of this agreement resulting in loss of priority status for future TRLD conferences. Exhibits must be completely dismantled and removed from the hotel premises Saturday by no later than 6:30 PM.

### CANCELLATION

A Written notice is required. If notice is postmarked by September 1, 2008, Management shall retain, from the sums paid on account, 50% of the total rent specified herein. If cancellation is postmarked between September 1st and November 1st, Management shall retain 80% of the total rent specified. No refunds will be given after November 1, 2008.

### UNOCCUPIED SPACE

Management reserves the right, should any rented exhibitors' space remain unoccupied on the opening day or should any space be forfeited due to failure to make proper payment, to rent any space to any other exhibitor, or use said space in any other manner. This clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified for space rental under the terms of the contract.

### SECURITY SERVICES

Security Services will be provided throughout the conference period and will exercise reasonable care for the protection of the exhibitor's materials and displays; beyond this, Management and its employees and agents will not be responsible for the safety of the property of the exhibitors, their agents, or employees from theft, damage by fire, accident or any other cause.

### PROTECTION OF HOTEL PROPERTY

Exhibitor shall not affix banners, signs, posters, or any other materials by any means to any portions of the building.

### LIABILITY

Exhibitor shall be fully responsible to pay for any and all damages to property owned by Hyatt Regency San Francisco, its owners or managers that result from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify, and hold harmless Management, the Hyatt Regency San Francisco, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's ability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof. All of the above is excluding any such liability caused by the sole negligence of the Hyatt Regency Hotel, and their employees and agents.

### INSURANCE

Exhibitor shall maintain in full force and effect during the Exhibitor's use and occupation of said facilities as herein provided, at Exhibitor's expense, bodily injury, personal liability and property damage insurance. In addition to Exhibitor, the Hyatt Regency Hotel, Management and their employees, agents, guests or attendees, shall be named as additional insured with primary coverage whether or not such insured shall have other insurance against any loss covered by said insurance. In addition, Exhibitor acknowledges that Management, and the Hyatt Regency Hotel, do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

### CHANGES IN DATES

#### OR CANCELLATION OF CONFERENCE

Exhibitor agrees that Management shall not be liable in any way for any costs, loss of profits or any damages whatsoever in the event that the conference is not held on the dates contemplated or at all. In the event of cancellation of the conference, payments on account for exhibit will be refunded.

### OTHER MATTERS

Management reserves the right to make such additional conditions, rules and regulations as Management deems necessary to enhance the success of the conference and to decline or prohibit any exhibit which in its judgment is out of keeping with the character of the conference, this being all-inclusive as to persons, things, printed matter, products and conduct. All matters and questions not covered by the application or the Rules and Regulations are subject to the sole discretion of Management.