

2009 HD EXPO Application & Contract for Sponsorship/Exhibit Space

Sponsoring Company: \_\_\_\_\_

Company Name for Publication: \_\_\_\_\_

Address: \_\_\_\_\_ Suite#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Primary Tradeshow Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Marketing/Advertising Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Product/Services to be Exhibited: \_\_\_\_\_

Please indicate Sponsorship Level and length of commitment:

	Annual Sponsorship	Los Angeles/Mar. Sponsorship	Chicago - June Sponsorship	New York/Sept. Sponsorship	Los Angeles/Nov. Sponsorship
<b>PLATINUM</b>	<input type="checkbox"/> Annual - \$38,000	<input type="checkbox"/> March - \$11,500	<input type="checkbox"/> June - \$9,000	<input type="checkbox"/> Sept. - \$11,500	<input type="checkbox"/> Nov. - \$13,500
<b>GOLD</b>	<input type="checkbox"/> Annual - \$27,500	<input type="checkbox"/> March - \$8,050	<input type="checkbox"/> June - \$6,300	<input type="checkbox"/> Sept. - \$8,500	<input type="checkbox"/> Nov. - \$9,450
<b>SILVER</b>	<input type="checkbox"/> Annual - \$12,500	<input type="checkbox"/> March - \$4,140	<input type="checkbox"/> June - \$3,250	<input type="checkbox"/> Sept. - \$4,500	<input type="checkbox"/> Nov. - \$4,860

**Individual Booth Space** (Package consists of: 8' x 10' pipe and drape booth, one draped table, one chair, carpeting in hotel locations. Electrical service not included.)

Los Angeles/Mar. 5 - \$2,500  Chicago/Jun. 11 - \$2,000  New York/Sept. 17 - \$2,800  Los Angeles/Nov. 4-5 - \$3,000

# of Booths \_\_\_\_\_ Booth locations requested \_\_\_\_\_ March \_\_\_\_\_ June \_\_\_\_\_ September \_\_\_\_\_ November

The Sponsor fee is for promotional items outlined in the Sponsorship Prospectus and occupancy of assigned option space only.

This amount will be paid as follows:

a: A 50% non-refundable deposit must be received within 30 days upon receipt of signed contract.

b: Reservations made within 30 days of scheduled event require full payment.

c: The balance (50%) must be paid thirty (30) days prior to the Exposition.

d: Payment by the stipulated date is a prerequisite governing participation in the Exposition.

e: Cancellations must be made in writing. No refunds will be made within 60 days of Exposition.

If payments are not made by Sponsor as stated above, HD EXPO may, at its option, terminate this agreement without notice, or consider Sponsor last in priority when assigning space, or if space has been assigned to Sponsor, reassign Sponsor to a different space.

We accept the booth(s) allocated and the Terms and Conditions of Contract as stipulated on the reverse side and will pay the total sum of \$ \_\_\_\_\_ as the sponsorship fee. This contract acts as our invoice with terms so stated.

I, the undersigned, am a duly authorized representative of company so noted.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**To reserve space, fax this signed agreement to: 818-842-6624**

For any additional questions, please call: 818-842-6611 - Please make all checks payable to HD EXPO. Please mail original document with payment. Send payments to: HD EXPO, Attn: Accounting, 3727 West Magnolia Blvd #729, Burbank, CA 91501

## GENERAL TERMS AND CONDITIONS

1. The application period for 2009 sponsorships and/or exhibiting begins September 1, 2008 between the Sponsoring and/or Exhibiting company noted on page one of this document, known as the "Sponsor/Exhibitor" and HD Expo, LLC, hereinafter referred as "Management." This agreement will be used for both annual sponsorships of all four expos and for those Sponsor/Exhibitors wishing to reserve space in one event. A 50% nonrefundable deposit is required within 15 days after signing sponsorship agreement to secure space and or sponsorship. For annual sponsorships, full payment is due April 1, 2009. Sponsor/Exhibitors purchasing one show option must be paid in full 30 days prior to that event. All checks must be payable to HD Expo, LLC and all payments are to be mailed to Management offices located at 3727 West Magnolia Blvd #729, Burbank, CA 91505 phone number 818-842-6611. All prices for sponsorship packages and individual booths are noted on the first page of this agreement. Each booth purchased individually comes with one chair, one table, pipe & drape, and carpeting in most hotel locations. Electrical service is not included in individual booths but is included in annual platinum and gold sponsorship packages. Cancellations must be made in writing and no refunds of final payments (2nd) will be made within 60 days of the scheduled event. For all refunds a \$150 administrative fee will be charged.

2. Management shall assign the display space to the Sponsor/Exhibitor for the HD EXPO, such assignment to be made within a reasonable time after receipt of this contract. Every effort will be made to respect the Sponsor/Exhibitor's space choices wherever possible on a "first-come, first-served" basis, but location assignments will be made solely at the discretion of Management. Management reserve the right to withdraw its acceptance of this application if it determines that the Sponsor/Exhibitor is not eligible to participate or the Sponsor/Exhibitor's product is not eligible to be displayed in the HD EXPO.

3. The Sponsor/Exhibitor understands and agrees that all expenses for trucking and handling equipment and materials into and out of the show area, and for all other costs incidental to operation, are not part of the exhibit fee and are to be paid by the Sponsor/Exhibitor.

4. Sponsor/Exhibitor agrees to pay, when due, all royalties, license fees, other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Sponsor/Exhibitor, its owners, agents, employees or subtenants within the premises covered by this License Agreement including, but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Sponsor/Exhibitor must have rights for mechanical and public performance with the appropriate music licensing agency or Sponsor/Exhibitor cannot play music in any form at the show. Sponsor/Exhibitor agrees to hold harmless Management, its owners, agents and employees against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Sponsor/Exhibitor shall have the right, however, to protest and, if desired, to litigate and adjudicate any and all such claims in arbitration to be held within the State of California.

5. It is understood and agreed that neither Management nor the owners nor lessors of the property which serves as the exposition hall, nor the managements of these properties, can or will be responsible for the safety of exhibits, exhibitors or their employees, against robbery, burglary, theft or damage by fire or any other cause. In all cases the Sponsor/Exhibitor should insure its property against damage or loss, and insure itself against public liability at its own expense. The Sponsor/Exhibitor waives all claims of any kind against Management, their owners, committee members or employees, arising from the conduct of the exposition and agrees that none of the parties referred to above shall be liable for any loss, damage or destruction of property belonging to the Sponsor/Exhibitor, its agents or its employees, nor for any personal injury that may occur to the Sponsor/Exhibitor, its agents or its employees while on the premises, nor for any other loss or damage whatsoever, including, without limiting the foregoing, any loss or damage to the Sponsor/Exhibitor's business by reason of failure to hold the conference and/or exposition, or failure to provide space for an exhibit or the removal of

an exhibit, for any action of Management or their employees in relation to the exhibit or Sponsor/Exhibitor. Sponsor/Exhibitor further agrees to indemnify and hold Management, their owners, agents and employees, and the owners and lessors of the Exhibition areas from any and all claims, demands, suits, liabilities or losses arising out of any action or omission connected with the Sponsor/Exhibitor's participation in the conference and/or exposition, whether negligent or not.

6. If the Sponsor/Exhibitor fails to set up its display in its assigned space or fails to remit payment at the times specified, Management shall have the right to take possession of the space. The Sponsor/Exhibitor shall install and dismantle the display at times set aside for such activities as established by Management. Exhibitor understands and agrees that all extraordinary expenses for electrical connections, signage hanging, carpeting, tables, chairs, drapes, assembly and dismantling of booth material and other services required for set up and dismantling for EXPO event, are to be paid for by the Sponsor/Exhibitor. Nothing is to be nailed or posted on any surface, which would leave damage. If damage occurs from set up and dismantling any and all repair cost will be billed back to Exhibitor.

7. Solicitation, products and firms not exhibiting may not be displayed or advertised in any exhibit area or elsewhere in the exposition building. The distribution of literature, samples and or souvenirs is permitted only from contracted Exhibitor space.

8. The sharing of booth space by two or more companies may be permitted pending advance application and approval by Management. No Exhibitor shall assign, sublet, or share the whole or part of the booth space allotted without the permission in writing by Management. A \$500 Booth Sharing Cost will be charged to Hosting Sponsor/Exhibitors unless instructed to bill guest Sponsor/Exhibitor. The sharing firm must submit an official application and all insurance certification.

9. Management will select firms to serve as official contractors to provide necessary support and facilities services. All Sponsor/Exhibitors will be required to use these firms for such services. The Sponsor/Exhibitor shall abide by all applicable federal, state and local laws, rules and regulations, including those of exposition facilities.

10. All Sponsor/Exhibitors are responsible for having read and understood all rules and regulations of HD EXPO and making the knowledge of said rules and regulations known to all booth personnel, outside contractors, EACs or whomever they may involve in the exposition. All information contained in the Sponsorship Prospectus, Sponsor/Exhibitor Manual, and any additional updates and bulletins are considered part of the rules and regulations of the exposition and adherence is the responsibility of the Sponsor/Exhibitor. In addition the terms and conditions specified in the Sponsor/Exhibitor Prospectus, Floor Plan(s), and Exhibitor Manuals for HD EXPO shall be applicable and part of this contract.

11. If, for any reason beyond its reasonable control including fire, strike, earthquake, public catastrophe, damage, construction or renovation of the exhibition center, act of God or any other similar reason that results in Management's determination that HD EXPO should not be held, Management may cancel the exhibition or any part thereof. In that event, Management shall refund to the Sponsor/Exhibitor its proportionate share of the balance of the aggregate space fees after deducting all expenses incurred by Management.

12. Sponsor/Exhibitor must provide to Management, 30 days prior to each Expo, a certificate of liability insurance, which names HD Expo, LLC as additional insured.

13. This contract represents the entire agreement between the Sponsor/Exhibitor and Management concerning the subject matter of this agreement. Management is not making any warranties except those which may be set forth above. The rights of Management under this agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of Management.

Signator's initials \_\_\_\_\_