

AWFS® FAIR VEGAS 2013

EXHIBIT SPACE RENTAL AGREEMENT TERMS & CONDITIONS

1. SHOW OBJECTIVE: The AWFS® Fair is designed to provide a marketplace and showcase for goods and services either specifically designed for or customarily used by the broad woodworking and furnishings industry; to promote the industry; and to facilitate the exchange of information about new products, production and management concepts and techniques. The AWFS Fair is only open to members of the trade. No minor under 16 years of age will be permitted on the Show floor regardless of affiliation or circumstances. This rule applies to exhibitors as well as attendees.

2. DEFINITIONS: The Association of Woodworking & Furnishings Suppliers® (AWFS®) owns and produces the AWFS® Fair and is hereinafter referred to as "Show Management". The term AWFS Fair (sometimes also referred to as "Show" or "show") shall include the owner of the show. The Exhibit Space Rental Agreement and these Exhibitor Terms & Conditions together constitute the contract between Show Management and Exhibitor and are hereinafter referred to as the "Agreement." The company whose name is listed on the Exhibit Space Rental Agreement shall be considered "the Exhibitor" or "Exhibitor". A duly authorized representative of each of Exhibitor and AWFS must both sign the Agreement before it becomes a binding agreement between the parties. By signing the Agreement, Exhibitor also agrees to comply with the Exhibit Display Regulations, the Exhibitor Marketing Kit, and such other rules and regulations as Show Management deems to be in the best interests of the exhibition. The AWFS Fair is open to qualified companies in the woodworking or related industries. AWFS reserves the right to refuse participation to companies they do not deem suitable. This determination is up to the sole discretion of AWFS.

3. PAYMENT:

A. Payments of exhibition fee are required as follows:

1. 15% of the total exhibition fee is due with Agreements received before December 9, 2011. A second payment equal to 30% of the total exhibition fee (for a cumulative payment of 45%) is due by June 8, 2012. A third payment equal to 30% of the total exhibition fee (for a cumulative payment of 75%) is due by December 7, 2012. The balance of the total exhibition fee (100%) is due by April 12, 2013.

2. Agreements received on or after December 9, 2011 but prior to June 8, 2012 must be accompanied by 45% of the total exhibition fee.

3. Agreements received on or after June 8, 2012, but prior to December 7, 2012 must be accompanied by 75% of the total exhibition fee.

4. Agreements received on or after April 12, 2013 must be accompanied by 100% of the total exhibition fee.

5. After July 1, 2013, payments must be made via cashier's check, money order, wire transfer or credit card.

6. Booth space may be released or cancelled with penalty if payments are not received 45 days after due date.

7. **AWFS® Member Discount:** To qualify for a \$4.00 per sq. ft. discount, the Exhibitor must be a member in good standing in both the pre-show year (2012) as well as the show year (2013). In order to have the discount apply to an initial deposit made up to December 31, 2012 dues (including any new member processing or late fees that are applicable) must be submitted prior to or concurrent with submission of the Agreement. In order to retain the discount at the April 12, 2013 due date for final payment, 2013 dues must have been previously submitted or sent concurrent to the final payment. Exhibitors submitting member applications concurrently with their Agreement will only receive the discount if they are deemed to qualify for AWFS membership. Applications for 2012 membership must be received with a postmark of December 31, 2012 or earlier in order to be eligible for consideration for 2012 membership. Memberships are for the calendar year and are not granted retroactively.

B. Only the company whose name is listed on this application is considered an official AWFS Fair Exhibitor. All exhibitors must make payments in accordance with the schedule outlined above. Under no circumstances will the Exhibitor be permitted to participate in the AWFS Fair and/or occupy its exhibit space if full payment has not been received. Payments submitted in accordance with this Agreement may be applied, first, to any outstanding balances from previous AWFS Fairs and/or other past due balances owed to AWFS. Agreements may not be accepted and exhibit space may not be assigned to any exhibitor whose prior AWFS/AWFS Fair financial obligations have not been met. Any and all payments marked as being payment in full or as being settlement of any dispute may be accepted by AWFS as partial payment only and without AWFS forfeiting its rights under this Agreement and/or the law.

4. DEFAULTS:

A. It is expressly agreed by Exhibitor that in the event that Exhibitor fails to pay any of the space rental installments at the times specified in Section 3 (above), or fails to comply with any other provisions of the Agreement or contained in any of the other documents referred to in Section 2 (above), Show Management shall reserve the following rights:

1. Show Management reserves the right to cancel Exhibitor's participation and/or take possession of said space and is free to lease same, or any part thereof, to such parties as it may deem proper.

2. Any exhibition fees paid shall be retained by Show Management as liquidated damages as per Section 6.

3. Any outstanding payments as outlined in Section 3.A. are due

and payable in consideration for Show Management having reserved space and provided services to Exhibitor until the date Exhibitor is canceled per 4.A.1. above.

B. The canceled Exhibitor may reapply for AWFS Fair 2013 exhibition participation on a first-come, first-served basis. Monies previously paid on account for former space price may be applied to Exhibitors new exhibition fee if a new Agreement is accepted. A processing fee for the new Agreement may be required. If the new exhibition space cost is less than the original exhibition space cost, Exhibitor will be held liable for a downsizing fee according to the schedule outlined in Section 5 below.

C. All downsizing requests shall become effective when approved by Show Management. The cancellation schedule described in 5.B (above) shall apply to all space released.

5. EXHIBITOR CANCELLATION AND DOWNSIZING POLICY:

A. All Exhibitor participation cancellations must be received by Show Management in writing (return receipt requested).

B. If written notice of cancellation is received by Show Management before December 8, 2011, a reimbursement of funds paid less a \$150 cancellation fee will be refunded. If written notice of cancellation is received by Show Management on or after December 8, 2011 but prior to June 8, 2012, Exhibitor shall pay a cancellation fee equal to 15% of the total exhibition fee. If written notice of cancellation is received by Show Management on or after June 8, 2012 but prior to December 7, 2012, Exhibitor shall pay a cancellation fee equal to 45% of the total exhibition fee. If written notice of cancellation is received by Show Management on or after December 7, 2012 but prior to April 12, 2013, Exhibitor shall pay a cancellation fee equal to 75% of the total exhibition fee. If written notice of cancellation is received by Show Management on or after April 12, 2013, Exhibitor shall pay a cancellation fee equal to 100% of the total exhibition fee. Any deposits made by Exhibitor will be applied to any cancellation fees due.

C. All downsizing requests shall become effective when approved by Show Management. The cancellation schedule described in 5.B (above) shall apply to all space released.

D. Once an exhibitor has officially cancelled their exhibit space, all exhibitor benefits will be forfeited. The benefits include, but are not limited to: registration badge allotments, directory listings and advertising, sponsorship opportunities, meeting rooms and show features.

6. LIQUIDATED DAMAGES: Both Exhibitor and Show Management acknowledge that AWFS will sustain substantial losses if Exhibitor cancels, downsizes, or defaults its participation. Even though Show Management will exercise its best efforts to re-let and provide the canceled, defaulted, or unused space and its service to others, Show Management and Exhibitor agree that AWFS will nevertheless incur substantial losses that cannot be previously determined. Due to the difficulty of determining and detailing said losses, Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if Exhibitor cancels, downsizes, or defaults its participation. All cancellation/downsizing/default fee(s) and the retention of Exhibitor payments pursuant to this Agreement are acknowledged by Exhibitor to be fully earned and to constitute liquidated damages (and not a penalty) due in consideration for expenses incurred by AWFS and in consideration for AWFS having reserved space and provided services to Exhibitor until the date of cancellation, downsizing or default, thereby losing or deferring the opportunity to provide exhibit space and its service to others.

7. INTEREST AND COLLECTION FEES:

A. Any exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 33.3% of the unpaid principal and interest) and expenses Show Management incurs to recover the debt.

B. There will be a \$25 charge for all returned checks

C. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to AWFS by the Exhibitor.

8. SPACE ASSIGNMENT:

A. Show Management reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of Show Management, likely to be compatible with the general character and objectives of the exhibition.

B. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by Exhibitor; however, no guarantees can be made that Exhibitor will be assigned the specific booth(s) requested. Show Management reserves the right to make the final determination of all space assignments in the best interests of the exhibition. Exhibitor acknowledges that Exhibitor is not applying for a specific booth(s), but rather forth right to participate as an exhibitor in the AWFS Fair.

9. EXHIBITOR AUTHORIZED REPRESENTATIVE & ACCEPTANCE OF APPLICATION:

A. Exhibitor Authorized Representative: The individual named as the "Contact" in Section 1 on the front of the Exhibit Space Rental

Agreement will be the person appointed by Exhibitor to be the representative in connection with payments, installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which Exhibitor shall be responsible. Exhibitor shall assume responsibility for such representative being in attendance throughout all exhibition periods; and this representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times. In the event that this person ceases to be the authorized representative, Exhibitor must promptly notify Show Management in writing, including the name of the person Exhibitor is substituting.

B. The signature of a duly authorized representative of Exhibitor shall be required to process the Exhibit Space Rental Agreement, and the signatory for Exhibitor, by such person's signature on the Agreement, represents and warrants that such person is authorized to sign the Agreement on behalf of Exhibitor. The signature of a duly authorized representative of Show Management shall be required on the Exhibit Space Rental Agreement to indicate its acceptance. Upon acceptance it shall be a legally binding agreement between Exhibitor and AWFS.

10. USE OF SPACE, SUBLETTING OF SPACE:

A. Exhibitor shall not assign, sublet, or share the space allotted with another business or firm.

Exhibitor must show only goods manufactured or dealt in by it in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which it is sold in the general course of business.

No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit areas.

B. Assignment/transfer: The Agreement is non-assignable by Exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display ONLY products or services manufactured or marketed by the assignor. In the event of such an assignment, assignor must provide prior or contemporaneous written notification to Show Management.

11. HOSPITALITY FUNCTIONS & OUTSIDE ACTIVITY:

Requests for hospitality functions and suites will generally be approved by Show Management on the condition that Exhibitor agrees not to operate functions or suites during published operating hours of the Show. Show Management reserves the right not to approve a function due to a special circumstance that is not in the best interests of the Show. Any request must be made in writing to Show Management prior to the opening of the Show.

12. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS:

A. Laws & Ordinances: Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Nevada as well as all Clark County, City of Las Vegas and regional ordinances and those policies and criteria that have been established by the Las Vegas Convention Center for use of the exhibit areas.

B. Fire/Fireproofing, Safety and Health Regulations: Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. No flammable decorations such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All packing containers, excelsior and wrapping paper must be flame proofed and are to be removed from the floor. This material is NOT to be stored under tables or behind displays. All muslin, velvet, silken or other cloth decorations must stand a flame proof test as prescribed by fire ordinances.

All materials which are flammable are to be kept in safety containers. No combustible oils or gases can be used as part of an exhibit. Exhibitors are solely responsible for the operation of exhibits and equipment.

The Las Vegas Convention Center is a non-smoking facility. Smoking may be permitted in certain designated smoking areas.

C. Display-Rules and Regulations: Exhibitor will be provided an official Exhibitor Service Kit (ESK) no later than 100 days prior to the opening of the Show. Exhibitors will receive their ESK once they have paid 75% of total booth space balance. The Agreement requires compliance by Exhibitor with the Service Kit and all rules and regulations included therein. The Service Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management.

All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Service Kit. If a deviation is discovered during move-in/set-up, the Exhibitor will be required to make appropriate modifications at the Exhibitor's expense prior to show opening or will be prohibited from opening the exhibit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Service Kit guidelines, or to the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition. Show Management has the right to have such displays dismantled at the expense of Exhibitor.

D. Double Decker Exhibit: Exhibitions of all multi-story exhibits, regardless of whether people will occupy the upper area or not, must submit booth designs/drawings to Show Management and all

appropriate governmental authorities for approval. Such designs/drawings shall include a signature or stamp of a reviewing structural engineer indicating that the structure and design are properly engineered for the proposed use. At the show, prior to opening, a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the designs /drawings must be submitted to Show Management.

Signs must also be posted indicating the maximum number of people the structure will accommodate.

Exhibitors are cautioned when installing a display with a ceiling or second level to check with the fire department to ensure that their display meets with the necessary fire safety precautions involving smoke alarms, fire extinguishers, sprinkler systems, etc.

Show Management reserves the right to require Exhibitor to alter the exhibit before the show or on-site. Necessary changes are to be made at Exhibitor's expense and are subject to the approval of Show Management.

E. All booths over 300 sq ft must submit a floor plan to Show Management for review and will have to comply with all rules and regulations which will be contained in the Exhibitor Service Kit. Any covered area that is also enclosed will have to comply with the rules governing such space which will be contained in the Exhibitor Service Kit. Any questions concerning the regulations for any size or shape booth should be directed to AWFS/Show Management.

13. OPERATION OF DISPLAYS:

A. **Noise:** Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of non-machinery noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall not be responsible or liable for any losses, damages or injuries due to noise.

B. **Nonoperating Machinery/Quiet Zones:** Exhibitors whose booths are in halls or areas designated "non-operating machinery/quiet zones" may have no machinery or other source producing noise. The final determination of objectionable noise will be made by Show Management on-site. An exhibitor determined to be producing objectionable noise will be required to eliminate the noise immediately upon the request of Show Management. If an exhibitor does not comply with Show Management's request or repeats the offense, Show Management has the right to have such exhibit shutdown and dismantled at the expense of the exhibitor.

C. **Demonstrations, Distribution of Materials:** All demonstrations or other activities must be confined to the limits of the Exhibitor's rented space. Distribution of circulars may be made only within the space assigned to the exhibitor presenting such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, grounds or other facilities. No firm or organization not assigned space in the exhibit will be permitted to solicit business within the exhibit area, nor in any public spaces controlled by Show Management during the course of this exhibition. Exhibitors must cease the distribution of samples of any kind whenever such action blocks the aisles or in any way handicaps nearby exhibitors.

The distribution of promotional materials or other advertising material which tends to distract from the professional and educational purposes of the exhibition is prohibited. In addition, no promotional adhesive backed decals are permitted to be given out or used inside the hall.

D. **Attire/Demeanor:** Booth representatives, including models, demonstrators or actors in costume, must be properly and modestly clothed. No excessively revealing attire will be permitted. Models, demonstrators, and actors in costume must remain in their own exhibit throughout the show. They are not permitted in other exhibitor's booths, in the aisles, or in public areas.

E. Drawings, lotteries, or other contests where prizes or gratuities are awarded on the basis of chance must be approved in advance by Show Management. Live animals are not permitted.

14. **INSTALLATION AND REMOVAL:** It is mutually agreed that it is the duty and responsibility of each exhibitor to install its exhibit before the opening of the exhibition and to dismantle his/her exhibit immediately after the exhibition's close.

A. **Space Abandonment:** Any space not claimed and occupied by 5:00 p.m. on the night before the Show opens may be resold or reassigned by Show Management without obligation on the part of AWFS® for any refund whatsoever.

B. **Tear-Down:** No exhibitor will be allowed to dismantle or pack any part of its exhibit until after the closing of the show. All display materials and exhibit contents which are not removed from the exhibit floor prior to the dismantlement cutoff as announced by Show Management will be removed at Exhibitor's expense by the service contractor and discarded. Any hazardous materials that are approved for use in the exhibit or toxic waste must be removed from the exhibit area during tear-down and cannot be abandoned in the Las Vegas Convention Center. Disposal of such hazardous materials/toxic waste must comply with all laws of the City of Las Vegas, Clark County, the State of Nevada and the U.S.

C. **Early Tear-Down:** Exhibitor shall not initiate teardown or abandon its exhibit prior to official closing time on the day. Violation of this paragraph will cause Exhibitor to be subject to a \$500 fine and the loss of seniority for future shows. It is understood that premature teardown

detracts from the overall merit of the show.

15. **LIABILITY AND INSURANCE:** All property of Exhibitor remains under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management nor the management of the exhibit hall nor any of either's service contractors, agents, officers, directors, employees or staff members are responsible for (i) injury that may occur to an attendee or exhibitor or an exhibitor's employees or agents or (ii) loss of use of, damage to, or loss of, the property of exhibitors, whether due to theft, damage by fire, accident, vandalism or any other cause, and Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any such injury, loss of use, damage or loss.

Exhibitor shall obtain and keep in force for the duration of move-in, show days and move-out, such Commercial General Liability, Commercial Auto Liability and Workers' Compensation Insurance policies (in the forms and with the limits and other specifics) as shall be required in the Exhibitor Service Kit. Exhibitor shall provide Show Management with such endorsement and waiver forms and certificate of insurance covering the period of the Show (as well as move-in and move-out) and which names the Association of Woodworking & Furnishings Suppliers and the Las Vegas Convention & Visitors Authority ("LVCVA") as additional insured's, as shall be required by the Exhibitor Service Kit. The deadline for all such insurance as well as samples of required documents will be contained in the Exhibitor Service Kit. Failure to provide any of the required documentation for the various insurance coverages required will be considered a breach of this Agreement, and Exhibitor will not be allowed to set up its booth. Exhibitor agrees to waive the right of subrogation to recover loss against AWFS and the LVCVA sustained under Exhibitor's insurance contracts. Nothing in this section shall be construed to limit the liability of Exhibitor.

16. **INDEMNIFICATION:** Exhibitor shall protect, indemnify, defend, save and hold harmless Show Management, its employees, agents, officers, members of its Board of Directors and general members, and their respective successors and assigns, against and in respect of: (a) any and all claims, losses, damages and deficiencies arising out of or resulting from any act or omission of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees, including, without limitation, exhibit installation, removal, maintenance, occupancy or use, or attendance at the Show; and (b) any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, and expenses, including reasonable attorneys' fees, incident to any of the foregoing or such indemnification. The foregoing indemnifications shall survive the completion of the Show.

17. **PROPERTY DAMAGE:** Show Management shall not be responsible for any loss of use of, loss of, or damage to, any property of the Exhibitor, including economic losses and further including but not limited to, loss of use, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, loss of power, civil commotion or other insurable casualty, and Exhibitor expressly waives any claim for liability against Show Management with respect to any such loss of use, loss or damage. Accordingly, it shall be the responsibility of Exhibitor to secure its own insurance or otherwise protect itself and its property against such loss or damage. Any policy providing such property insurance must contain an express waiver by Exhibitor's insurance company of any right of subrogation as to any claims against Show Management and/or LVCVA.

18. **LABOR:** Exhibitors are required to observe all contracts in effect between Show Management, service contractors, hall and the labor organizations involved.

19. **CARE OF BUILDING AND EQUIPMENT:** Exhibitors and/or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.

20. **CONTRACT FOR SPACE:** The signed Exhibit Space Rental Agreement will be forwarded to the Exhibitor at the time of space assignment. These terms and conditions are a part of the Agreement, which does not become effective until countersigned by the duly authorized officer of Show Management. The acceptance of the deposit which accompanies the application for space does not constitute acceptance of a contract. Show Management reserves the right to make such additional terms, conditions, rules and regulations as it deems to be in the best interests of the exhibition.

21. **FORCE MAJEURE:** Show Management shall not be deemed to be in default if performance of any or all of its obligations required by this Agreement is delayed or diminished or becomes inadvisable, illegal or impossible because of any act of God, war, disaster, flood, water shortage or rationing, terrorism of any kind or nature, earthquake, fire, smoke, public enemy, strike, lock out, material or labor shortage, government regulation or action, change in law, power outage (whether whole or partial), damage to or destruction or evacuation of premises, wholly or in part, sickness, accident, civil disorder, commotion or riots, curtailment of transportation facilities, epidemic or threat of epidemic, or any other cause beyond the reasonable control of Show Management. In the event that such occurrence prevents Exhibitor from occupying an assigned space during part or all of the Show period, Exhibitor will be charged for the space only for the period the space was or could have

been occupied; Show Management will refund to Exhibitor its exhibit space rental payment previously paid for the period the space could not have been occupied, minus a share of costs and expenses incurred by Show Management, in full satisfaction of all liabilities of Show Management to Exhibitor, and Exhibitor waives any claim against Show Management for losses or damage of any kind or type which may arise or result from such occurrence.

22. **VIOLATIONS AND ENFORCEMENT:** Show Management may take enforcement action at its discretion up to and including closing Exhibitor's booth, for Exhibitor's breach of this Agreement or Exhibitor's violation of any of the rules and regulations or other documents with which Exhibitor has agreed to comply pursuant to this Agreement. If Show Management shuts down Exhibitor's booth due to such breach or violation, Exhibitor will not receive a refund or damage compensation from Show Management. Repeated violations/breaches may result in Exhibitor being banned from participation in AWFS Fair in the future.

23. **INTELLECTUAL PROPERTY; ROYALTIES; INDEMNIFICATIONS:** Exhibitor represents, warrants and agrees that: (a) Exhibitor owns the rights to all intellectual property (including without limitation copyrights, trademarks and patents) used or to be used by Exhibitor at or with respect to the Show; (b) such use will not infringe on the intellectual property rights of others; and (c) Exhibitor shall pay when due all royalties, license fees or 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 Exhibitor, its agents, employees or licensees at the Show, including but not limited to, royalties or licensing fees due to BMI, ASCA or SESAC. Exhibitor shall protect, indemnify, defend, save and hold harmless Show Management and the other indemnities set forth in Section 16 above, and their respective successors and assigns, against and in respect of: (i) any and all claims, losses, damages and deficiencies arising out of or resulting from (a) Exhibitor's lack of such ownership of intellectual property rights used or to be used by Exhibitor, (b) Exhibitor's infringing use of intellectual property or (c) Exhibitor's failure to pay such royalties, license fees or other charges; and (ii) any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, and expenses, including reasonable attorneys' fees, incident to any of the foregoing or such indemnification. The foregoing indemnifications shall survive the completion of the Show. Exhibitor also acknowledges that Show Management may take enforcement action (before, during and/or after the Show) against any exhibitor which Show Management deems to have violated the foregoing representations, warranties and agreements. See Section 22.

24. **OTHER REGULATIONS:** Any and all matters not specifically covered by the preceding terms & conditions shall be subject solely to the decision of Show Management. SHOWMANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE TERMS & CONDITIONS, PROVIDED ANY AMENDMENTS, WHEN MADE, ARE SENT BY E-MAIL OR OTHERWISE IN WRITING TO, OR OTHERWISE BROUGHT TO THE NOTICE OF, EXHIBITOR, EXHIBITOR, FOR ITSELF AND ITS EMPLOYEES, CONTRACTORS AND AGENTS, AGREES TO ABIDE BY THE FOREGOING TERMS & CONDITIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. This Agreement is irrevocable, and the rights of Show Management under this Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of Show Management. The Exhibitor further agrees that upon acceptance of this Agreement by Show Management with or without appropriate or timely payment of any and all fees, this Agreement shall become binding and enforceable in accordance with its terms. This Agreement will be binding on the Exhibitor's and Show Management's successors and permitted assigns. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and the invalid term, clause or provision shall be deemed to be severed from the Agreement. Any action arising out of this Agreement must be brought in, Los Angeles, CA, USA, and governed by the law of that locale, exclusive of the choice of law rules of any jurisdiction, and the Exhibitor consents to the jurisdiction of such courts and venue as here instated. It is the Exhibitor's responsibility to verify receipt of written cancellation by Show Management. Only the company whose name appears on the Exhibit Space Rental Agreement, upon acceptance of the Agreement by Show Management, is considered the official AWFS Fair Exhibitor.

25. By signing this Agreement, you agree to these terms & conditions. You also agree to adhere to any and all rules & regulations that will be included in the AWFS Fair Exhibitor Kit.

Initials _____