

2010 Trade Show Terms And Conditions

Primm, Nevada ♦ January, 19-21 2010

1. GENERAL: KTAI herein grants a revocable license to use the exhibit space assigned subject to the terms and conditions set forth below. KTAI makes no representations or warranties except as expressly set forth herein.

2. REGULATIONS: Exhibitor agrees to abide by all pertinent City, State and Federal laws, ordinances, fire and safety codes and by all pertinent regulations for the exhibit hall as specified by KTAI Management.

3. APPROVAL OF EXHIBIT: KTAI reserves the right to refuse any exhibitor not in compliance with the quality, dignity, safety and theme of the show or which may be deemed unsuitable or objectionable. Merchandise and displays are subject to KTAI approval. Exhibitor agrees to adhere to generally accepted standards of good taste and maintain the dignity of the Show. KTAI reserves the right to demand the alteration, restriction or deletion of any exhibit or exhibitor merchandise which it deems detrimental to the dignified image or safety of the KTAI Trade Show. This restriction applies to person, conduct, things, noise, printed material or anything that may be objectionable to the Show as a whole.

4. EXHIBITION OF NORMAL GOODS AND LINES: Exhibitors must be manufacturers or wholesalers of the products or services displayed. Exhibitors may not feature names or advertisements of non-exhibiting companies. No exhibitor is permitted to show goods other than those manufactured or handled by him or her in the regular course of business.

5. EXHIBIT DESIGN: Exhibitors must limit their activities and confine their displays to the space for which they have contracted. No displays will be allowed outside the booth area or hanging in the aisles unless by express written permission from the KTAI Management Company. Literature must be distributed only from the confines of the exhibitor's booth. Product demonstrations in the aisles are prohibited.

6. WALKING BOOTHS: Walking booths are limited to companies supplying raw materials to manufacturers or wholesalers. These exhibitors will be charged the price of one 8x10 space. Suppliers that do not have booths may not distribute material or display products either in the trade show, outside the trade show or on the demonstration field.

7. DIRECT SELLING: KTAI shall have sole control over all exhibitor admission policies at all times. No firm or organization not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibit hall, outside the exhibit hall or on the demonstration field. Badge swapping among exhibit personnel is strictly prohibited.

8. CHILDREN NOT PERMITTED: Infants and children under age 16 are not allowed in the show hall during setup and take-down or on Show days.

9. CREDENTIALS: Credentials/badges will be issued to qualified exhibitors attendants. Badges must be worn at all times. Badge swapping among exhibit personnel is strictly prohibited. KTAI Management will confiscate misused or transferred badges.

10. EXHIBIT READINESS: Exhibit will be setup complete and clean at least one hour prior to the opening of each show day and will be open during all published show hours unless exhibit is approved by Show Management as a non-staffed exhibit. Exhibitor agrees to have personnel present during all published show hours.

11. EXPULSION: Violation of the Trade Show rules or failure to comply with the terms of the agreement may result in immediate expulsion. KTAI Management will have the right to remove the exhibitor. KTAI will not issue any refunds in whole or in part to the ejected exhibitor.

12. LIABILITY & INSURANCE: KTAI Management will contract with reputable guards and will take reasonable precautions to safeguard the exhibitors' property. However, KTAI and KTAI Management will not be liable for loss or damage to property of the exhibitors, their representative or employees from theft, fire, accident or any cause beyond its control. Exhibitors will insure themselves at their own expense against property loss or damage and against liability for personal injury. The exhibitor shall indemnify the KTAI and KTAI Management against, and hold it harmless from negligence of the exhibitor or in connection with the exhibitor's use of display space. KTAI and KTAI Management's liability for injury to persons or loss or damage to property shall be limited to such as may be caused by its sole or gross negligence. KTAI requires all exhibitors to carry insurance for the Show at their own expense.

13. HOSPITALITY SUITES: Exhibitors hospitality suites cannot be open during any part of the KTAI Conference and Trade Show Hours. No suppliers will be allowed to operate a hospitality suite if they are not registered to exhibit at the KTAI Trade Show.

14. DAMAGE: Exhibitor agrees to be fully responsible for the payment of any damages charges assessed by the Exhibit Hall and/or another Exhibitor for failure to observe the rules and regulations for exhibit construction and operation.

15. INDEMNIFICATION: Exhibitor agrees to indemnify, defend, and protect KTAI, KTAI Management Company and Exhibit Hall harmless from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind or nature which might result from any action or failure to act of the Exhibitor or any of his officers, agents, employees or other representatives, including but not limited to claims of damage or loss, harm or injury to the persons or property of the Exhibitor or any of its officers, agents, employees, or other representatives.

16. SPACE ASSIGNMENT: The Management Company on behalf of KTAI reserves the right to assign all space locations and to make such changes prior to and/or during the Trade Show, as Management may deem necessary. The number of booths and the amount of space utilized by each exhibitor shall be determined by Show Management at its sole discretion.

17. PAYMENTS: (US Funds Only) Deposit and Final Payment. Exhibitors' failure to make payment deadline as set forth in this Agreement will constitute breach of contract. Payments must be received by KTAI Management by the balance due deadline.

18. FAILURE TO COMPLY: Should Exhibitor fail to comply in any material respect with the terms of this agreement, then all payments made to the time of breach shall be retained by KTAI as liquidated damages and KTAI shall have the right to reassign contract space without further notice.

19. REFUND/CANCELLATION: Exhibitor must notify KTAI Management Office in writing of its intent to cancel. A cancellation fee in the amount of the exhibitor's deposit will be charged on receipt of notice of cancellation MORE than SIX WEEKS BEFORE THE trade show. A cancellation fee in the amount of Exhibitor's full show fees will be charged on receipt of notice of cancellation LESS THAN SIX WEEKS before the show. An Exhibitor attempting to cancel on less than six weeks' notice shall owe and agrees to pay the full exhibit fees.

20. SHOW CANCELLATION: Should acts of God, strikes, work stoppage or any other cause not within the control of KTAI or Show Management make it impossible for the show to be held or the particular exhibitor area to be occupied by the exhibitor, then KTAI, its officers and management staff, are jointly released from any and all claims which may arise in consequence thereof. KTAI shall determine and refund to Exhibitor the proportionate share of applicable payments for exhibit space received, in accordance with documented, accountable expenses incurred.

In no event, shall KTAI or Show Management be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes.

21. POWER TO INTERPRET: KTAI shall have the full power in interpretation and enforcement of all terms and rules contained herein and such further rules and regulations as it shall consider necessary for the proper conduct and safety of the Kite Trade Association International Trade Show.

22. ARBITRATION: Any controversy or claim between the parties hereto arising out of or related to the provision of this Agreement or the breach thereof, shall be settled by binding arbitration by one arbitrator selected by KTAI in accordance with the Rules of the American Arbitration Association and judgment upon the decision or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The venue for the Arbitration shall be in the State in which the KTAI Management Company conducts business.

23. ISSUES NOT COVERED HEREIN: The parties agree that in the event any dispute, question or problem arises during the show (including setup and the move out) which pertains to issues not specifically set forth in this agreement or in the Show rules, the Show Manager or the Executive Director of KTAI shall rule upon any such matters or issues and any such rulings, when made, shall be binding upon both the Exhibitor and KTAI.

24. ALTERATION OF AGREEMENT: It is mutually agreed that amendments, alterations or variations of this agreement shall not be valid unless made in writing and signed by KTAI and Exhibitor.

25. ENTIRE AGREEMENT: This Agreement, including the Exhibitor Prospectus, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement shall be in effect. No party is relying upon warranties, representations, or inducements not set forth herein.

26. ACCEPTANCE OF FEES: This Agreement shall be effective upon execution by Exhibitor. In the event Exhibitor tenders show fees or deposit, but refuses or neglects to execute and return this Agreement, such Exhibitor shall nevertheless be bound by its provisions and shall be deemed to have read and executed this Agreement and to have agreed to it in its entirety.

2010 Exhibitor Registration

Primm, Nevada ♦ January, 19-21 2010

Registration covers all Program events, Trade Show and Awards Banquet.

A 50% per booth non-refundable deposit must accompany the completed signed application for booth space. The balance must be postmarked before August 1, 2009 in order to receive the highest discounted price.

Note: Members sharing booths with non-members must pay the non-member rate. For non-member rates or more information contact the KTAI offices at 541-994-9647.

If you have any questions please contact Maggie Vohs
ph: 541-994-9647, fax: 503-419-4369
Email: ExDir@KiteTrade.org.

MAIL TO: KITE TRADE ASSOCIATION INTERNATIONAL
P.O. Box 443, Otis, Oregon 97368 U.S.A.

Exhibitor Application

Company _____

Address _____

City _____

State _____

Zip/Postal Code _____

Country _____

Email _____

Phone _____

Fax _____

Postmarked By	One 8'x10' Space (includes registration for 2)	Additional 8'x10' Space (Includes registration for 2)	Premium Charge (End cap booth)	Additional Personnel (Per person)	Total
8/15/2009	\$650	___ x \$610 ea.= _____	___ x \$60 ea.= _____	___ x \$60 ea. = _____	\$ _____
8/16 - 8/31/2009	\$675	___ x \$625 ea.= _____	___ x \$60 ea.= _____	___ x \$60 ea.= _____	\$ _____
9/1 - 9/30/2009	\$725	___ x \$680 ea.= _____	___ x \$60 ea.= _____	___ x \$60 ea.= _____	\$ _____
After 10/1/2009	\$800	___ x \$725 ea.= _____	___ x \$60 ea.= _____	___ x \$60 ea.= _____	\$ _____

REPRESENTATIVES ATTENDING

Please print name as you wish it to appear on your badge.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

BOOTH CHOICES

Please list spaces requested based on floor plan.

1st choice Booth # _____

2nd choice Booth # _____

3rd choice Booth # _____

Any company you do not want adjacent?

It is important to us that you enjoy the 22nd Annual International Kite Trade Show. If, due to a disability, you have any special needs or requirements, please let us know in the space provided below and we will do our best to accommodate your needs.

PAYMENT

I am paying by: (Circle One)

Check (payable to KTAI) Visa MasterCard

Card Number _____ Exp. Date _____

Name on Card _____ Security Code _____

Authorized Signature _____

In accordance with the exhibitor regulations governing rental of exhibit space accompanying this contract, we the undersigned, hereby apply for exhibit space at the KTAI Trade Show in Primm, Nevada January 19-21, 2010. We have read and agree to the Exhibitor rules, regulations, terms and conditions as printed on the KTAI Exhibitor Prospectus and Exhibitor Application. We understand that these regulations are incorporated into this contract by reference and that this application becomes a contract when accepted and confirmed by KTAI. We understand that all deposits and/or exhibit fees are to be paid as outlined in this contract and submitted with this application.

Authorized Signature _____

