

Southcon/2006 Basic Terms and Conditions

1. Contract

This application, properly executed by Applicant (Exhibitor) shall, upon written acceptance and notification of booths assigned by Southcon management, constitute a valid and binding contract.

2. Assignment of Space

Space is not confirmed until contract and payment has been received. Show management will hold selected space awaiting receipt of deposit/payment for up to 10 days. If payment is not received within 10 calendar days, Exhibitor will be moved to the next best location. Southcon maintains an AON List (Assignment Order Number) based on the continuity with which a company has been an exhibitor. The booth assignment process will be based on the AON priority number. Assignment of space to new exhibitors and those making application after booth assignments will be made in the order of date received. Southcon will continue to receive applications and assign exhibit space, as available, until shortly before the show opening date.

Space assignments will be made, and will remain valid only if the exhibitor maintains the minimum payment schedule noted in paragraph 5.

In order to maintain show standards and to be fair, Representatives or Distributors may show a maximum of four product lines per 10 feet of exhibit space. Representatives or Distributors may group displays of their principals. Assignment priority may be determined by averaging the earned priority of participating principals. Southcon's assignment of booths is final and constitutes an acceptance of the Exhibitor's offer to occupy space. After assignment, space location may not be changed or transferred by the Exhibitor except upon written request and with the subsequent written approval of Southcon management. Show management reserves the right to relocate an exhibitor to another comparable space location, if required.

3. Types of Exhibits

Exhibits shall be limited to suppliers whose main business is furnishing high-technology electronics goods and services. Interpretation of the meaning and intent of this restriction shall be the sole prerogative of show management.

4. Exhibit Space Rental Rates

Exhibit space rental includes materials and services described herein.

Show Rental Rate: \$2,200 per 10'x10' booth space
Premium or Corner Location: Additional \$200 per booth

Space Rental Fee Includes:

1. Pipe, Drape & ID: 8-foot high back drapes; 3-foot high draped side rails; 7-inch by 44-inch identification sign.
2. Carpet, draped table, two chairs & wastebasket.
3. Electrical – one outlet - 500 watts per 10'x10' booth.
4. Web Listing: Alpha listing on the Southcon web site.
5. Unlimited supply of VIP Exhibit Passes.
6. Alpha and product listing in the Official Program and Buyers' Guide, if full payment is received prior to January 1, 2006.

5. Payment Requirements

Applications require a minimum 50% deposit before booths can be assigned. Payment in full is due on **August 1, 2005**. All applications submitted after **August 1, 2005** must be accompanied by full payment. Interest at the rate of 19% per annum will be charged against any balance 30 days or more past due, or fraction thereof. All booths must be paid in full to be listed in the Official Program and Buyers' Guide. Space is not confirmed until 100% payment has been received.

6. Cancellation Charges

Any cancellation, reduction in space (downgrade) or booth relocation must be communicated immediately in writing to Southcon at the address below. In the event of a cancellation or downgrade by an exhibitor, a cancellation fee will be assessed to cover services performed, promotional efforts and other damages relating to the cancellation. (see below for cancellation periods). **Verbal instructions, telephone calls or voicemail messages are not acceptable.**

CANCELLATION PERIODS:

- If written notice of cancellation/downgrade is received between **August 1, 2005** and **October 1, 2005** then the cancellation fee shall be 50% of total space price.
- If written notice of cancellation/downgrade is received after **October 1, 2005**, then the cancellation fee shall be 100% of total space price.

It is understood that Southcon reserves the right, at their option, to reassign a cancelled booth regardless of the cancellation rate assessed. Subsequent reassignment of cancelled space does not relieve the canceling exhibitor of their obligation to pay the amount referred to above.

In the event that the premises in which the Southcon Show is conducted shall become, in the sole discretion of Southcon, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of Southcon, this agreement may be terminated by Southcon. For this purpose, the term "cause or causes" shall include, but not by way of limitation, fire; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; governmental restraints or orders of civil defense, or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor or other personnel; lack of adequate facilities or services; inability to obtain necessary supplies or equipment; local, state or federal law, ordinance, rule, order, decree or regulation, whether legislative, executive, or judicial, and whether constitutional, or act of God. Should Southcon terminate this agreement pursuant to the provision of this paragraph, the Exhibitor waives any and all claims for damages and agrees that Southcon may, after computing the total amount of Southcon's costs and expenses in connection with their preparation for and conducting of the Show, (including a reasonable reserve for claims and other contingencies), refund to the exhibitor, as and for complete settlement and discharge of all said Exhibitor's claims and demands, an amount which bears the same relationship to the fee paid by said Exhibitor as the total refundable amount as computed above bears to the total amount of fees paid by all exhibitors.

7. Loss or Damage

Exhibitor agrees that Southcon shall not be liable for any damage or liability of any kind or for any loss, damage or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by Exhibitor or any person thereof with the consent of Exhibitor, and that Exhibitor will defend, indemnify and hold harmless, Southcon from all liability whatsoever, in regards to any such damage or injury whether or not caused by negligence or breach of an obligation by Exhibitor or its employees or representatives.

8. Demonstrations

No demonstrations or solicitations shall be permitted outside of the Exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside exhibit spaces.

9. Compliance

The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, State and Federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the Show is held.

10. Unions

It is further agreed that the Exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with the Show facility or with authorized contractors employed by Southcon.

11. Management

The Exhibitor further agrees that the conditions, rules and regulations of the Southcon Management are made a part of this contract and that said Exhibitor agrees to be bound by each and all of these rules and regulations, and that the Management shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the Show.

12. Sale of Product on the Exhibit Floor

The Exhibitor may sell product on the exhibit floor from the confines of their booth space provided the product complements the scope of the show. Collection, reporting and payment of sales tax is the sole responsibility of the Exhibitor and must be done in accordance with all applicable local and state laws and regulations.

Southcon

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