



2010 Application and Contract for Exhibit Space Rules and Regulations

This contract contains the entire agreement between the exhibiting company ("Exhibitor") and ShareFEST. The 2010 ShareFEST Conference and Exhibition will be held April 8-9, 2010 at The Loews Philadelphia Hotel.

1. **Eligible Exhibits:** ShareFest reserves the right to determine eligibility of any company or product to participate in the show. ShareFest can refuse rental of exhibit space or terminate this contract if already executed, to any company who is direct competition with ShareFest or whose display of goods and/or services is not in ShareFest's sole judgment, compatible with and complementary to the show and the industry. In the event of such termination, ShareFest shall refund, in full, all payments, including deposits, which it may have received from the exhibitor.

2. **Booth Assignments:** Will be made based upon the date the Application and Contract for Exhibit Space is received, as well as the booth selection, booth size, location specifications and proximity to other companies as indicated by the exhibitor. Furthermore, in the judgment of ShareFest, if it becomes necessary to change the original allocation of space, ShareFest may do so by notification to the exhibitor's authorized representation.

3. **Exhibit Space Rental Fee:** ShareFest exhibit space rental fees are outlined on the front of this application & contract for Exhibit Space.

4. **Payment:** The payment schedule is outlined on the front of this Application and Contract. The entire exhibit space rental fee will accompany this Application and Contract. No exhibitor will be allowed to participate in the show unless payment in full is received prior to the start of the exposition.

5. **Cancellations:** Exhibitors have the right to cancel their space reservations at any times by written notice to ShareFest. Refunds will be issued based on the total amount paid and the date the notice of cancellation is received. A Non-refundable fee will be withheld from the amount refunded to cover administrative costs. Registrants are responsible for canceling their own hotel and airline reservations. Under all circumstances, ShareFest retains the right to resell any booth space cancelled by the exhibitor. Refunds will be based on when the notice of cancellation is received. The use of any complimentary exhibitor registration badges is forfeited upon cancellation of space.

6. **Use of Space:** No subletting or sharing of space is permitted. ShareFest retains the right to have removed from the exposition any company that has not duly contracted with ShareFest for the space. All exhibitor activities must be confined to the limits of rented space and must not impede traffic of interfere with the activity of other exhibitors. Every exhibit must be full staffed and operations during the entire show. ShareFest may evict exhibitors, who, because of noise, contact of personnel, methods of operation or any other reason, detract from the general education character of the show. In the event of eviction, ShareFest will not issue a refund.

7. **Failure to Occupy Space:** Any space not at least partially occupied at least 30 minutes prior to opening, will be forfeited by the exhibitor and can be used by ShareFest in any manner, without refund, unless arrangements for delayed occupancy have been previously approved by ShareFest. All booths must be setup and ready for the show by the walk through inspection.

8. **Character of Exhibits:** ShareFest provides aisle carpeting in main and cross aisles and general security in the exposition beginning with exhibitor set-up and concluding after all show freight has been removed from the floor. Standard in-line booths may not exceed a back wall height of 10 feet and no part of the exhibit or equipments may exceed a height of four feet in the front half of the booth. All island booths are restricted to a height of 16 feet. No exhibit is permitted to obstruct the view of adjacent booths. All signs must be one sided only and must be set back within the exhibitors space so as not to detract from the overall impact of the exhibit that is directly adjacent. Requests to deviate from these guidelines must be submitted in writing to ShareFest for approval prior to set-up. ShareFest reserves the right to direct revisions, at exhibitor expense, of any exhibit that does not comply with these guidelines. Apart from the specific display space for which an exhibiting company has contract with ShareFest, no part of the Loew's its grounds or surrounding grounds, may be used by any organization other than ShareFest for display purposed of any kind or nature without the express written permission of ShareFest. Exhibit brand or company logos, signs and/or trademark displays will be limited to the exposition only.

9. **Fire Regulations:** Each exhibitor is responsible for knowledge of and adherence to all Philadelphia, PA fire and safety codes which will be published in the Exhibitor Service Kit. All electrical signs and equipment must be wired to meet the specification of Underwriters Laboratories (UL) and must conform to appropriate federal, state, and municipal codes. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor.

10. **Americans with Disabilities Act (ADA):** Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space and agrees to hold harmless and indemnify ShareFest against any claims, damages, loss or exposure, including attorney's fees and costs, arising out of or related to any alleged ADA violations. The Loew's Philadelphia shall be responsible for all accessibility requirements and labor accommodation requirements under the ADA relating to the exhibit hall and attendee facilities.

11. **Indemnity:** The Exhibitor agrees to indemnify and hold harmless ShareFest, its officers, directors, employees and members from any and all liability to any person or persons for or by reason of any condition, defect or operation of any apparatus, equipment, or fixtures furnished by the exhibitor in connection with his/her exhibit. Exhibitor further agrees to hold harmless ShareFest, its officers, directors, employees and members from any and all liability to any person or persons for or by reasons of any act or omission of said exhibitor, or any of his/her agents, servants or employees. This indemnity includes, but is not limited to, claims of injury, death, or property damage, or of copyright, trademark or patent infringement, unfair competition, and product liability. The exhibitor, on signing the contract, expressly releases ShareFest and its individuals from any and all claims for such loss, damage or injury. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold ShareFest, its officers, directors, employees and members, and meeting facility and its employees and agents harmless against all claims, losses and damages to persons or property, governmental charges, taxes or fines, and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding only such liability cause by the sole negligence of the meeting facility, its employees and agents. In addition, exhibitor acknowledges that ShareFest and the meeting facility do not maintain insurance covering such losses by exhibitor.

12. **Exhibitor Insurance:** The exhibitor shall, at its sole cost and expense, procure and maintain through the term of each contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased by ShareFest. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name ShareFest as an additional insured and exhibitor shall upon request provide ShareFest with certificate so indicating. Workers compensation and any other insurance or required licenses shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall.

13. **Show Attendees and Exhibit Staff:** Admission to the exposition will be available only to registered attendees and exhibitor staff of at least 18 years of age. Proof of age may be required to obtain entrance into the exposition. ShareFest makes reasonable attempts to attract high quality attendees to its exposition, but does not guarantee specific volumes of traffic or levels of qualification. Traffic at any given booth is a function of the particular exhibit and not the responsibility of ShareFest.

14. **Security:** Exhibitors are responsible for security of their exhibit and its content. Security personnel contract directly by ShareFest are intended primarily for crowd control and credentials verification. Exhibitors are encouraged to budget and make security arrangements for sensitive or valuable items. ShareFest is not responsible for the security of exhibitors' property. Protection, both security and insurance coverage, of exhibitor's property is the sole responsibility of the exhibitor.

15. **Failure to hold Show:** Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, political or social boycott, or any other circumstances beyond the control of ShareFest or the Loew's Philadelphia make it impossible or impractical to hold the show at the scheduled time, ShareFest may retain only such party of the exhibitor's rental fees as shall be required to compensate it for reasonable expenses incurred up to the time of such cancellation. All remaining rental fees shall be refunded. If an event is cancelled, ShareFest is not responsible for any airfare, hotel or other costs incurred by registrants. In no event shall ShareFest be liable for indirect or consequential damages.

16. **Amendment of Rules:** ShareFest reserves the right to make changes, amendments and additions to these terms and conditions at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by ShareFest.

Initials: _____ Date: _____

CREDIT CARD AUTHORIZATION FORM

The completed form below authorizes use of a credit card payment to:

NextDocs Corporation
500 N. Gulph Road Suite 240
King of Prussia, PA 19406
USA

Phone: +1-610.265.9474 Fax: +1-610.265.9478

Event: ShareFEST Conference – Philadelphia, PA, April 8 – 9, 2010

Exhibitor Contact Name: _____

Exhibitor Company Name: _____

Credit Card Holder's Name: _____

Credit Card Billing Address: _____

Country: _____

Credit Card: Visa Master Card American Express

Credit Card #: _____ Expiration Date: _____

Authorized Amount: _____

Credit Card 3 or 4 Digit Auth #: _____

I hereby authorize the use of this credit card information by signing below. I understand that this information will not be used for any other purpose than that which is designated by this form. I also understand that in the event that payment is not given by the close of my event, full billing will be attached to the above credit card number.

Cardholder's Signature (required)

Telephone: (____) _____

Fax: (____) _____