

2008 CREW NETWORK MARKETPLACE—SPACE AGREEMENT

Hilton Americas Houston — October 15, 2008 — 6:30pm – 9:00pm

IMPORTANT: SPACE IS NOT RESERVED UNTIL SIGNED AGREEMENT IS RETURNED

EXHIBITOR INFORMATION: (Please Print)

Company Contact: _____

Title: _____

Company Name: _____

Street Address: _____

City/ State/Zip _____

Telephone: _____ Fax _____

Email Address: _____ Web Address: _____

PAYMENT: Check enclosed (make payable to CREW Network) Amount \$ _____

Credit Card Number _____ Expiration date (required) _____

Credit Card Billing Address Zip Code _____ Cardholder Signature _____
(If paying by credit card, form can be faxed to 785-832-1551)

SPACE SELECTION – Please list the booth number choices by preference:

1st choice _____ 2nd choice _____ 3rd choice _____

Space assignments will be given on a first-come, first-served basis. Preferences in booth areas may not be available and CREW Network may assign an alternate area. Please list any competitors you do not want to be near:

TERMS AND CONDITIONS: Please read and sign

Exhibitor agrees:

1. To pay in full the cost of the booth and registration (if applicable) by August 30, 2008.
2. CREW Network will have the right to make all space assignments. CREW Network reserves the right to shift space assignment after the agreement has been signed if necessary.
3. Established Rules and Regulations (attached: items 1-17) are a part of this agreement and will be strictly adhered to by the Exhibitor.
4. CREW Network will have the right of interpretation and approval of all matters pertaining to the agreement, rules and regulations.
5. No Exhibitor will reassign or share all or any part of the space allotted to the contracting firm without the express written consent of CREW Network.
6. That space will be considered cancelled by the Exhibitor upon the date that written notice of cancellation is received by CREW Network and refunds for cancelled space will be given as follows:

Before August 30, 2008: A full refund will be given less \$150 administrative fee.

After August 30, 2008: NO REFUNDS WILL BE GIVEN

Signature _____ Title _____ Date _____

CREW NETWORK USE ONLY– DO NOT WRITE IN THIS SPACE

Date received: _____ Space Assignment _____ Approved by _____ Date _____

COMPLETE AND RETURN THE SIGNED AGREEMENT TO:
CREW Network, Elisabeth Sheridan, 1201 Wakarusa Drive, Suite C3, Lawrence, KS 66049
or Fax to 785-832-1551.

A countersigned copy will be returned with your space assignment as your confirmation

RULES AND REGULATIONS

1. EXHIBIT DATE/TIME/LOCATION—

October 15, 2008

6:30 pm—9:00 pm

The CREW Network Marketplace will take place at the Hilton Americas Houston Lanier Ballroom, level four.

2. EXHIBIT SET UP— **October 15, 2008**

12:00 pm—1:00 pm Decorating

Company Move-In

1:00 pm—6:00 pm Exhibitor Move-in

Set up and arranging of space by exhibitors will take place before the marketplace opens. All displays are to be set no later than 6:00 pm.

3. EXHIBIT DISMANTLING— **October 15, 2008**

9:00 pm—11:00 pm

Exhibitor
Move-Out

Dismantling of exhibits may begin at 9:00 pm. No portion of any exhibit may be removed before this time. All exhibits must be removed by 11:00 pm., **October 15, 2008**. Exhibitors will be liable for storage and handling charges resulting from failure to remove materials at the end of the dismantling period.

4. EQUIPMENT PROVIDED

8' high-back wall drape, 36" high-draped side rails, 6' draped table, two chairs, wastebasket, company identification sign (7" x 44").

Please Note: The Lanier Ballroom is carpeted.

5. REASSIGNMENT

CREW Network reserves the unconditional right to reject any application for exhibit space and to revise, add to, or abandon any spaces shown on the floor plan where CREW Network believes it necessary, to revise the assignment of space to an Exhibitor for betterment of the show

6. SUBLEASING, MODIFICATION OF STANDARD AGREEMENT

Spaces are not transferable by exhibitors. No subleasing or reassignment of space by exhibitors is allowed. CREW Network cannot accept alterations or addendums that modify the regular Application and Contract for Exhibit Space terms and conditions in any respect.

7. SPACE REGULATIONS

A. All booths are 8' deep by 10' wide except where noted on the floor plan

B. All demonstrations, advertising and promotional activities of an exhibitor must be confined to the limits of the assigned space. No outside meetings, product exhibits, displays or group product discussions may be conducted anywhere without the express written consent of CREW Network.

C. Annoyance—Exhibitors will take every precaution to minimize the noise of operating exhibits. Noise levels objectionable to other exhibitors will not be allowed.

D. Floor Safety— CREW Network reserves the right to stop any product demonstration, which is determined to be a safety hazard.

E. Serving of alcoholic beverages or food from exhibitor's space is prohibited.

F. Violations of any of the above mentioned rules may result in the cancellation of the Space Agreement and removal of the

exhibit from the Marketplace without refund or liability to CREW Network

8. SPACE DESIGN REGULATIONS

A. Federal, state and local fire laws must be strictly observed by all exhibitors. It is the exhibitor's responsibility to insure proper exhibit design. Flammable fluids and substances are prohibited. Fabrics, decorative materials, table covers, artificial plants or flowers shall be flame-proofed and subject to the Houston Police and Fire departments inspection. Fire hose cabinets, service entrances and exit signs must be accessible and in full view.

B. Smoking is strictly prohibited in the exhibit hall.

C. Banners, signs, etc may not be affixed or attached to any wall in the Centennial Ballroom. No "stick-on" decals and similar promotional items may be distributed in the building.

D. CREW Network reserves the right to reject or prohibit any exhibit, or part thereof, including without limitation, any person, article, conduct, printed matter, catalogue or souvenir, that, in its opinion, is not suitable to and in keeping with the character of the Marketplace.

9. INTELLECTUAL PROPERTY

Exhibitor affirms that it owns or is authorized to use all intellectual and creative property used during the Show. Exhibitor will be responsible for all necessary licenses, royalties, and fees for use, and will defend, indemnify and hold CREW Network and CREW Network volunteers, employees, agents and subcontractors harmless from all liability, costs and claims, losses and/or damages (including court costs and attorney fees) with respect to patent, copyright or trademark rights.

10. PUBLICITY

CREW Network may announce the name of Exhibitor, issue press releases, and create and distribute other publicity materials containing the name of Exhibitor in regard to the Show, and is licensed to use the trade names and marks of Exhibitor for those purposes.

11. UNION LABOR

Exhibitors are required to observe all union contracts in effect between CREW Network and the official contractors, the hotel and various labor organizations.

12. CARE OF BUILDING AND EQUIPMENT

Exhibitors are cautioned that they are liable for any damage caused by their representatives to the Centennial Ballroom. Nothing may be affixed to any wall, ceiling or floor and will be promptly removed.

13. SECURITY

Each exhibitor will be responsible for their exhibit at all times. CREW Network and the Hilton Americas Houston shall not be liable for any loss, damage or displacement of any exhibitor's property due to any cause. Exhibitors are cautioned that small articles of value should be properly secured or removed whenever the space is unattended.

14. LIABILITY

The exhibitor agrees to make no claim against CREW Network and the building

owners, nor the members, employees, officers, directors or agents for any injury to any exhibitor, its employees, agents or property or for any loss by fire, theft, water, delay, labor trouble or any cause whatsoever while exhibitors and merchandise are in transit, within the exhibit hall, nor for any damage to its business, for failure to provide space in the exhibit, nor for any action of CREW Network, its members, agents, directors, officers for failure to hold the exhibition as scheduled. CREW Network reserves the right to restrict, close and remove exhibits because of noise, method of operation, uncooperative personnel; discord in advertising or for any other reason becomes objectionable to the overall conduct, success and high standards established by CREW Network.

The exhibitor further agrees to indemnify and hold harmless CREW Network and the Hilton Americas Houston from any claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind, which result from any action, or failure to act, or negligence by the exhibitor or any officers, agents, employees and representatives, including but not limited to claims and personal injury, damage or loss of property.

15. INSURANCE

General liability insurance, property insurance and worker's compensation, with a minimum limit of \$1,000,000, must be taken out by each exhibiting company at their own expense. Exhibitors must provide CREW Network a copy of the Certificate of insurance by September 30, 2008.

16. REMOVAL OF EXHIBITS

CREW Network also reserves the right without notice and with no liability whatsoever for damage or loss, for inconvenience, or business interference, to close down, dismantle, dispose of, store or clear away from the premises, any exhibit display, material, goods, property or merchandise of any exhibitor who fails to comply with any of the official Rules and Regulations as set forth herein.

17. GENERAL

Once accepted by CREW Network these regulations becomes a binding agreement and, together with the Show rules and guidelines and any other documents which it incorporates by reference, and any changes made to them by CREW Network from time to time, constitutes entire agreement between the parties and supersedes any previous understandings between the parties. Changes to this agreement must be approved by CREW Network in writing.

All matters in question not covered by these regulations are subject to the decision of CREW Network and all decisions made shall be binding on all parties affected by them as by the original regulations.