

EXHIBITOR RULES AND REGULATIONS

SPONSORSHIP AND MANAGEMENT

The International Christian Retail Show 2012, Debut Avenue, and CBA Marketsquare are produced and managed by CBA. CBA show management—with input from its Exhibitors Advisory Committee—will establish all policies, rules, and regulations. All matters and questions not covered by these Rules and Regulations are subject to decision by CBA show management. Given the annual change in the location of CBA's International Christian Retail Show, it may be necessary for CBA to supplement these Rules and Regulations with provisions tailored to each venue.

Exhibitor shall abide by these Rules and Regulations and any additions, amendments, and supplements made by CBA show management after CBA's acceptance of Exhibitor's Application for Exhibit Space. CBA shall have the right to terminate without notice Exhibitor's right to exhibit or deny Exhibitor's application for exhibit space at any subsequent CBA show, if Exhibitor or any of its officers, directors, employees, agents, or representatives either fails to abide by these Rules and Regulations or, in the opinion of CBA and its Exhibitors Advisory Committee, behaves in an unlawful, unethical, or inappropriate manner. In such instances, dismissal shall be without refund. CBA show management may make exceptions to these Rules and Regulations when doing so, in CBA show management's sole opinion, will be in the best interests of CBA, the Convention, and the exhibitors.

ELIGIBILITY FOR PARTICIPATION

- (a) The purpose of the International Christian Retail Show 2012 is to offer a forum for exposure of Christian retailers to products, equipment, services, and information that may be of use to them in their businesses. Exhibit space is available only to those entities offering products for resale in Christian stores and those entities offering equipment or services that support the operations of Christian stores.
- (b) CBA show management shall have the sole right to determine the eligibility of applicants for exhibit space. CBA show management shall have the right to investigate Exhibitor for the purpose of determining, as a condition of assigning exhibit space, the relevance of its products or services to the Christian products industry. CBA show management shall also have the right to require Exhibitor to furnish a catalog or descriptive listing of the products or services which exhibitor intends to display at the International Christian Retail Show 2012 and to complete and return a questionnaire relative to Exhibitor's business.

STANDARD BOOTH SIZE

- (a) Booth spaces shall be approximately 10 feet by 10 feet in size. Debut Avenue booths are approximately 8 feet by 6 feet in size.
- (b) Included in the cost of an exhibit space rental, in addition to the **Standard 10x10' space** itself, are:
 1. a standard booth background,
 2. side draping,
 3. a booth sign showing the Exhibitor's name and booth number,
 4. complimentary exhibit floor badges as referenced in paragraph B of the Registration section of these Rules and Regulations
 5. security service for the exhibit floor as referenced in paragraph C of the miscellaneous section of these Rules and Regulations.
- (c) Included in the cost of an exhibit space rental, in addition to the **Debut Avenue 8x6' space** itself, are:

1. a standard booth background
2. side draping
3. carpet
4. one 6' skirted table
5. two chairs
6. one wastepaper basket
7. 100 #'s of free material handling by FREEMAN
8. a booth sign showing the Exhibitor's name and booth number
9. complimentary exhibit floor badges as referenced in paragraph B of the Registration section of these Rules and Regulations
10. security service for the exhibit floor as referenced in paragraph C of the miscellaneous section of these Rules and Regulations.

Floor covering is the responsibility of Exhibitor in addition to any (d) Floor covering is the responsibility of Exhibitor in addition to any furnishings exhibitor may require.

DATES AND HOURS

- (a) The International Christian Retail Show 2012 will be held at the Orange County Convention Center in Orlando, FL, USA. Exhibit dates and hours will be:

Monday, July 16, 2012	8:30 a.m. to 5:30 p.m.
Tuesday, July 17, 2012	8:30 a.m. to 5:30 p.m.
Wednesday, July 18, 2012	8:30 a.m. to 3:00 p.m.
- (b) Exhibit hours are subject to change by CBA show management.
- (c) Exhibitor may conduct business in their exhibit space from 5:30 p.m. to 6:00 p.m. ("Soft Close") on the following days:
 - Monday, July 16, 2012
 - Tuesday, July 17, 2012
 1. Exhibitors who do not have business appointments in their booth may elect not to remain in their exhibit spaces during the Soft Close hours.
 2. All professional attendees shall exit the exhibit floor at 6:00 p.m. on said days.
- (d) Installation and dismantling periods for the International Christian Retail Show 2012 shall be as follows:

INSTALLATION SCHEDULE

Friday, July 13, 2012	8:00 a.m. to 5:00 p.m.
Saturday, July 14, 2012	8:00 a.m. to 8:00 p.m.
Sunday, July 15, 2012	8:00 a.m. to 6:00 p.m.

NOTE: On July 115, 2012, all crates must be tagged with empty stickers and ready for pick-up by 4:00 p.m.

DISMANTLING SCHEDULE

Wednesday, July 18, 2012	3:01 p.m. to 12:00 midnight
Thursday, July 19, 2012	8:00 a.m. to 4:30 p.m.

RETURNING EXHIBITOR APPLICATION FOR EXHIBIT SPACE

- (a) Exhibitors at the International Christian Retail Show 2012 shall use the Application for Exhibit Space form. All other applicants must use the First-Time Exhibitor or Debut Avenue Application form.
- (b) Applications for Exhibit Space received by CBA prior to March 15, 2012, must be submitted with the required deposit. Applications received by CBA after March 15, 2012, must be accompanied by the full Space Rental Fee.
- (c) The number of booth spaces requested by or assigned to any Exhibitor shall not exceed eighteen (18), except for cause. The

term "cause," as used here, shall include company growth due to mergers, acquisitions, distribution agreements, divisional expansions, or other similar developments. Evidence of such developments must accompany any application for more than eighteen (18) booths. The CBA Exhibitors Advisory Committee shall have authority to make exceptions ("variances") to this rule. Such variances shall be granted for a designated period of time and shall be granted only after consideration has been given to and allowance made for (i) available show space, (ii) variances given or denied in comparable situations, and (iii) the number of new Exhibitors on the waiting list at the time the request for variance is considered.

- (d) Applications for Exhibit Space must be postmarked no later than August 15, 2011, or Exhibitor's random number priority will be forfeited.
- (e) Applications for Exhibit Space postmarked after August 15, 2011, shall be considered, if space is or becomes available, in the order in which they are postmarked, but only after all such Applications postmarked on or before August 15, 2011, have been considered and, if approved, assigned space on the exhibit floor.
- (f) Applications received without the required deposit or fee (as the case may be) will not be considered.

**RETURNING EXHIBITOR PLACEMENT PRIORITY
DETERMINED BY RANDOM NUMBER**

- (a) Booth placement priority at the International Christian Retail Show 2012 shall be determined by a random number generated by CBA show management. Numbers will be generated in groupings of: 20 or more years exhibiting, 10 or more years of exhibiting, 5 or more years exhibiting, and less than 5 years exhibiting.
- (b) Applications for Exhibit Space postmarked on or before August 15, 2011, shall be considered in the numerical order of the random number generated by CBA show management, beginning with the lowest number drawn in each booth category.
- (c) Four categories shall be used in booth placement: Books, Bibles, and Resources; Bargain Blvd; Gifts and Specialty Products; and Entertainment.

FIRST-TIME EXHIBITOR APPLICATION FOR EXHIBIT SPACE

- (a) First-Time Exhibitor Applications shall be considered in the order in which they are postmarked if received by mail, or date received if sent by facsimile. But, only after all Applications for Exhibit Space postmarked on or before December 15, 2011, have been considered and, if approved, assigned space on the exhibit floor.
- (b) Properly completed First-Time Exhibitor and Debut Avenue Applications must be submitted with the required deposit (and properly completed CBA Supplier Member Application if qualified non-member Exhibitor wants to receive \$600 or \$250 member discount). Applications received without the required deposit or inaccurate information may be rejected by show management and placement priority determined by date supplemental information is received.
- (c) If booth space is not assigned by CBA, Exhibitor shall be entitled to a full refund of its deposit or may choose to leave the deposit on account for the International Christian Retail Show 2013.
- (d) Applications received without the required deposit or fee (as the case may be) will not be considered.

ACCEPTANCE OF APPLICATION AND ASSIGNMENT OF SPACE

- (e) Until applicant's Application for Exhibit Space has been assigned—no rights to exhibit are granted.
- (f) Subject to exceptions for extenuating circumstances, which exceptions may be made by CBA show management in its sole and absolute discretion, exhibit space assignments shall be made consistent with these Rules and Regulations.
- (g) CBA shall take reasonable actions to enable CBA to offer

Exhibitor the same number of booth spaces Exhibitor utilized at the International Christian Retail Show 2011. However, it is necessary for CBA to take reasonable steps to accommodate new exhibitors each year. Therefore, CBA shall have the right to assign to any exhibitor fewer booth spaces than requested in the Application for Exhibit Space, provided that CBA shall treat all exhibitors within each booth-category class similarly. Exhibitor may request that it be assigned a greater number of booth spaces than it used in 2011, but such request shall be honored only if CBA determines space is available. Except as provided above, CBA shall, to the extent reasonably possible, assign the exhibit space requested by Exhibitor or exhibit space similar in size, configuration, and location to that requested by Exhibitor. Assignments made by CBA show management shall be final.

- (h) Booth space assignments shall be made after September 15, 2011 for returning exhibitors.
- (i) Upon approval of an Application for Exhibit Space, CBA show management shall assign exhibit space, execute the Acceptance on the Application, and send a copy of the Application and Acceptance to Exhibitor by facsimile transmission or by mail.
- (j) When executed by Exhibitor and accepted and executed by CBA, Exhibitor's Application for Exhibit Space and these Rules and Regulations, which are incorporated therein by reference, shall constitute a complete contract, which may be enforced by Exhibitor and/or CBA.

SPECIAL CIRCUMSTANCES

- (a) If two or more exhibitors merge or one exhibitor acquires another exhibitor, the surviving entity shall be entitled to the total exhibit space previously held by such exhibitors (up to a maximum of 18 booths), but shall be considered one exhibitor for any future booth-space expansion possibilities.
- (b) If two or more exhibitors join together but retain separate identities, they shall be treated as separate exhibitors. If, later, two or more of these exhibitors choose to become a single exhibitor, they shall thereafter retain the status of a single exhibitor and be subject to guidelines under (a) above.

PAYMENT OF SPACE RENTAL FEE

- (a) Exhibitor's Space Rental Fee shall be paid in three installments, as follows:
 - i. A deposit of \$600 per booth space requested must accompany Exhibitor's Application for Exhibit Space.
 - ii. The sum of \$875 per booth space assigned shall be due and payable on November 30, 2011.
 - iii. The balance of \$875 per booth space assigned shall be due and payable on March 15, 2012.
- (b) If Exhibitor's Space Rental Fee has not been paid in full on or before March 15, 2012, CBA may: (i) assess a late fee of fifty dollars (\$50.00) per booth space; (ii) treat Exhibitor's failure to pay as notice of Exhibitor's intent not to use its assigned space and require a reinstatement fee of fifty dollars (\$50.00) per booth space; (iii) hold Exhibitor's freight at the dock or door if any amount of the Space Rental Fee (including any assessment or fee provided in this section) remains unpaid at the move-in date of the International Christian Retail Show 2012; and/or require that any subsequent Application for Exhibit Space submitted by Exhibitor be accompanied by payment of the full Space Rental Fee.
- (c) Applications received after March 15, 2012, must be accompanied by the full Space Rental Fee.

REDUCTION OF SPACE OR CANCELLATION

- (a) Booth space deposits (required under the terms of CBA's Application for Exhibit Space) are non-refundable; except in the sole and absolute discretion of CBA; provided, however, that deposits for booth spaces surrendered by Exhibitor on or before March 15, 2012, shall be applied against the total Space Rental Fee charged Exhibitor by CBA.
- (b) Exhibitor may, after acceptance by CBA of its Application for Exhibit Space, elect to occupy fewer than the number of

booth spaces assigned by CBA or choose not to exhibit. Such election must be made and submitted to CBA in writing. In the event of such election, Exhibitor shall be entitled to a refund of the fee paid for such unused space, according to the following Refund Schedule.

If notification of Exhibitor's reduction or cancellation is received by CBA:	CBA shall be entitled to retain or collect:	Exhibitor's Space Rental Fee shall be reduced by:
On or before November 30, 2011	Deposit only	100% less deposit
on or before March 15, 2012	50% per unused booth	50% per unused booth
after March 15, 2012	100% per unused booth	0% per unused booth

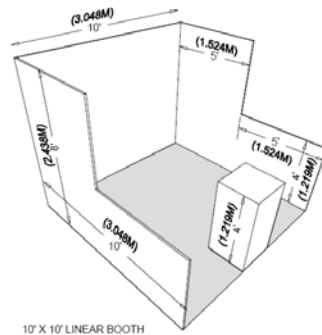
- (c) In the event of such reduction or cancellation, CBA show management shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor, without any rebate or allowance to Exhibitor, except as provided in this section.

SPECIAL CONFIGURATIONS AND REQUESTS

- (a) Islands shall be limited to a minimum of six (4) booth spaces, except where unusual floor configuration determine and create smaller islands.
- (b) Peninsulas must be a minimum of four (4) booths.
- (c) Requests for adjacent placement by two or more Exhibitors shall be considered only when made in writing and signed by all Exhibitors requesting adjacent placement. Exhibitors' priority numbers will be averaged together and the resulting number will be used for their placement.
- (d) Any exhibitor celebrating a 50th Anniversary or a subsequent Anniversary in 50-year increments (100, 150, etc.) shall be given preferential consideration for location; provided, however, that Exhibitor must notify CBA of same in writing on or before August 15, 2012.

BOOTH CONSTRUCTION SPECIFICATIONS

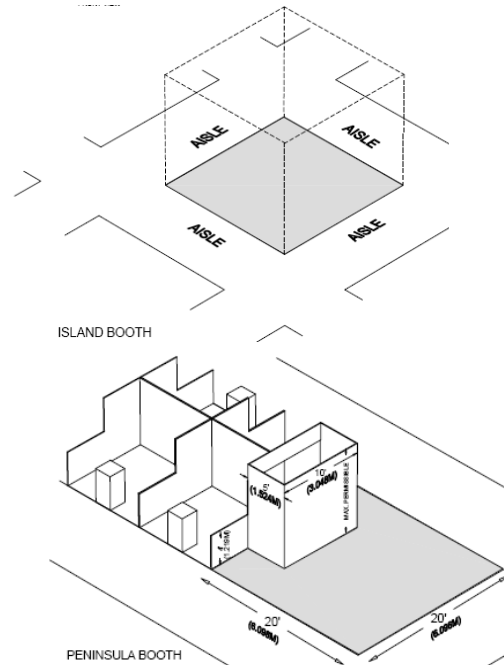
- (a) Booth back walls are 8 feet high; side dividers 3 feet high.
- (b) On all single and double booths, backgrounds and/or product displays 8 feet high may extend out from the booth back line one-half of the depth of the booth. From that point to the aisle, backgrounds and/or displays cannot rise above 4 feet high.
- (fig. 1)



- (c) **Debut Avenue** booths are 6x8' and shall follow the same rules and regulations of a 10x10' booth space. Backgrounds and/or product displays 8 feet high may extend out from the booth back line one-half of the depth of the booth (3'). From that point to the aisle, backgrounds and/or displays cannot rise above 4 feet high.
- (d) In triple booths or larger, the rules in (b) above will apply to the two end sections of each exhibitor's total spaces, but on all inside booth spaces, the height may extend to the maximum of 8 feet, even to the aisle side. The 4-foot height limitation is applied only to that portion of exhibit space, which is within ten feet of an adjoining booth.
- (e) Exhibitors building to the specifications above must finish the side portions of the exhibit so they will not be objectionable to adjacent exhibitors, and CBA reserves the right to have such finishing done at Exhibitor's expense, billing Exhibitor for charges incurred.
- (f) No special signs, booth construction, apparatus, or lighting fixtures are permitted in excess of 8 feet in height with the exception of islands and peninsulas 20 feet by 20 feet or

greater.

- (g) Islands and peninsulas 20 feet by 20 feet or greater may be structures higher than 16 feet, upon written approval by CBA. Support structures must not hamper visibility. In peninsulas, the two booths adjacent to neighboring exhibitors shall respect the height rules in (b) and (d) above. (fig. 2) (Fig. 3)
- (h) Exhibitor shall not interference with the light or space of other exhibits.
- (i) CBA reserves the right to make such modifications as may be necessary to adjust the floor plan to meet the needs of exhibitors and the exhibit as a whole.
- (j) All booths floor space shall be covered by exhibitor, and booth floor covering shall not extend onto the "free-space" between the allotted booth space and aisle carpet.
- (k) All tables shall either be finished or draped.
- (l) Exhibitor may re-arrange any furniture in the exhibit, provided



that Exhibitor shall not infringe upon any aisle and shall not disturb the pipe and drape that defines the borders of the exhibit.

- (m) Exhibitor shall not bridge, canopy, or carpet aisles, without prior written permission from show management.
- (n) Banners, signs, or structures may be suspended from the ceiling in islands 20'x20' or larger with a formal Booth Variation Request and with the sole written permission of show management.
- (o) CBA shall provide for Exhibitor an exhibitor-identification sign. No other company name may appear in the booth identification. CBA show management requires Exhibitor to display its booth number with its own number sign or with the one provided. Such numbers shall be no smaller than 2½ inches and shall be visible from the aisle immediately adjacent to the booth space, which is listed in the CBA Convention Program as the location of Exhibitor's exhibit.
- (p) Audio, video, and computer equipment must be placed so that congestion does not occur in the aisles and that it falls within stated height guidelines.

SET-UP AND DISMANTLING

- (a) Set-up hours will be announced based on the time availability of each site, but generally will commence at 8:00 a.m. and end at 5:00 p.m. on Friday, Saturday 8:00 a.m. and end at 8:00 p.m.. Set-up hours will continue from 8:00 a.m. to 6:00 p.m. on Sunday prior to the opening of the Convention.
- (b) CBA show management may require that booths located adjacent to or in proximity of freight doors be set later than normal.
- (c) The Official Service Contractor will furnish crate-handling service. Exhibitor shall properly tag their crates with Exhibitor's

name and booth number. The Official Service Contractor will supply tags for empty crates.

- (d) All additional services required by Exhibitor (e.g., furniture, carpeting, labor, etc.) and not provided by Exhibitor-Appointed Contractor must be ordered directly from the Official Service Contractor. Electrical and phone service is ordered from the convention center directly. Each Exhibitor is responsible for accessing the exhibitor service kit online at: www.christianretailshow.com which contains the appropriate order forms. These additional services are not part of this agreement and must be ordered separately.
- (e) Utility cords, if applicable, belong to the hall and may not be used by the exhibitor for any purpose except connecting equipment to the utilities.
- (f) Regular full-time employees of exhibiting companies may work on erecting and dismantling their own exhibits except where prohibited by law. However, if additional personnel are required, union personnel must be utilized. Exhibitors using other than the official decorator and drayage contractor for the installation and dismantling of display material only (excluding equipment) must hire union personnel or secure labor through the official contractor.
- (g) Dismantling of exhibits shall not begin until after the Official Closing of the Exhibit Floor at 3:00 p.m., Wednesday, the week of Convention. All exhibit material must be completely removed by 4:30 p.m., Thursday, the week of Convention. Violation of this provision may result in loss of Exhibitor's random priority number or loss of Exhibitor's exhibiting privilege in subsequent CBA Conventions.
- (h) Exhibitors shall be liable for all storage and handling charges resulting from their failure to remove exhibit material, crates, etc., by the stated deadline and shall pay all expenses occasioned by such failure.
- (i) Children under the age of thirteen (13) are not permitted on the exhibit floor during set-up and/or dismantling. Children aged thirteen to seventeen (13-17) are permitted on the exhibit floor during set-up and/or dismantling, provided they first file with CBA show management a waiver of liability form, acceptable to CBA, signed by a parent or guardian of said child.

USE OF EXHIBIT SPACE AND ADJACENT PUBLIC SPACE

- (a) Exhibitors are required to keep at least one attendant in their booth during all show hours.
- (b) Exhibitor acknowledges that the International Christian Retail Show 2012 is designed to be an orderly and controlled event, and its purpose is to present a serious, businesslike atmosphere for promotion of exhibitors' products.
- (c) CBA show management may prohibit installation or request removal of any exhibit or promotion wholly or in part, that in its opinion is not in keeping with the character or purpose of CBA and International Convention.
- (d) Any device or activity deemed objectionable by CBA show management is prohibited. No live animals may be included in any exhibit without prior written approval from CBA show management. Exhibitor-sponsored staff or characters in costume shall not speak or hand out promotional materials of any kind while outside the confines of the sponsoring exhibitor's exhibit.
- (e) CBA show management shall have the right to restrict, alter, or close any exhibit which, because of noise, odors, method of operation, or any other reason, becomes objectionable or otherwise detracts from or is out of keeping with, the character of the International Christian Retail Show 2012 as a whole. Such restrictions may be applied to persons, things, conduct, or printed materials. No refund shall be due under such circumstances. CBA also shall have the right to exclude any non-conforming party from exhibiting at any future CBA conventions. These actions shall not constitute exclusive remedies, and CBA may avail itself of any remedy available in law or equity in addition to these actions.
- (f) Exhibitor shall not play loud music in its exhibit nor permit any

sort of distraction to other exhibitors. Objectionable noise resulting from the use of audiovisual technology shall be immediately stopped by Exhibitor at the request of CBA show management. Sound and loud speaker systems must be operated in a reasonable way and in such a manner as not to interfere with other exhibitors. Exhibitor's use of music or audio visual devices with sound is permitted only in those locations as not to interfere with the activities of other exhibitors and below 85 decibels. CBA show management reserves the right to control any sound devices that do not conform to this regulation.

- (g) Exhibitor shall not sublet or share its exhibit space with any entity other than wholly owned subsidiaries, and it may be necessary for Exhibitor to furnish proof that any such company is a wholly owned subsidiary.
- (h) Exhibitor must show only products relevant to and appropriate for the industry served by CBA.
- (i) If Exhibitor elects to show product in its exhibit, Exhibitor must show only its own products or products that are actually stocked, shipped, and invoiced, or represented, in the regular course of business.
- (j) The predominant portion (i.e. at least 50%) of the booth space dedicated to sales activity, or the sales activity itself, shall be allocated to the advertising or sales of items intended for resale by companies placing orders at the Convention. At least 25% of the space of each exhibit must be open to accommodate visiting traffic to the exhibit, and each exhibitor shall be responsible for keeping the aisles near the exhibit free of congestion due to demonstrations or other promotions.
- (k) All demonstrations, promotional activities, and/or distribution of materials by or for Exhibitor must be confined within the limits of Exhibitor's exhibit.
- (l) Exhibitor is encouraged to utilize "personality booths" as the location for giving away autographed products. Nevertheless, author and artist appearances are permitted in exhibits. Prizes and products may be given away in exhibits.
- (m) If an unusually large crowd is expected in Exhibitor's exhibit because of an author's or artist's presence on the International Convention floor, Exhibitor shall notify CBA show management before such author or artist enters the exhibit hall so appropriate action can be taken to maintain reasonable access to surrounding exhibits.
- (n) CBA show management shall have the right to restrict the use of glaring or irregular lighting effects.
- (o) Exhibitor shall maintain the exhibit in neat and clean condition.
- (p) Exhibitor shall not allow any article to be brought into, nor permit any act to be done in the exposition hall, that will increase the premiums or void policies of insurance held by CBA, the official convention decorator, its agents, etc. Exhibitor shall be liable for any damage caused directly or indirectly by Exhibitor to any part of the convention center, including but not limited to floors, walls, and columns.
- (q) CBA provides display space for exhibitors to show their products, explain their services, and take orders for delivery after the show. Retail sales are prohibited on the exhibit floor.
- (r) Exhibitor shall take no action, directly or indirectly, that might endanger CBA's exemption from state or federal taxes.
- (s) Exhibitor staff, or staff of affiliated companies, shall not take photographs (digital or otherwise) or movies (digital or otherwise) of any aspect of the International Christian Retail Show 2012, including any portion of the exhibit floor without the prior express written consent of CBA. Any approval to take photographs or movies of the exhibit floor will require that individual to be escorted on the exhibit floor by CBA personnel.

REGISTRATION OF EXHIBITORS

- (a) All exhibit personnel must register with CBA as International Convention attendees.
- (b) Exhibitor shall receive complimentary registrations, based upon Exhibitor's booth class, as follows:
 - i) 3 badges for exhibitors in the single-booth class
 - ii) 6 badges for exhibitors in the double-booth class
 - iii) 9 badges for exhibitors in the 3-5-booth class

- iv) 20 badges for exhibitors in the multiple-booth (6 or more) class
- (c) CBA may require an authorized signature on exhibitor registration and meal charges.
- (d) The sales manager, or other authorized representative, must pick up badges for guest authors and artists.
- (e) Install and Dismantle credentials are required for booth set-up personnel used by Exhibitors to erect and dismantle their booth. Exhibitor badges are required for all personnel working in Exhibitor's booth.
- (f) Representatives of exhibiting companies shall be permitted to enter the exhibit floor during the following hours:

Friday, July 13, 2012	8:00 a.m. to 5:00 p.m.
Saturday, July 14, 2012	8:00 a.m. to 8:00 p.m.
Sunday, July 15, 2012	8:00 a.m. to 6:00 p.m.
Monday, July 16, 2012	6:30 a.m. to 6:30 p.m.
Tuesday, July 17, 2012	7:30 a.m. to 6:30 p.m.
Wednesday, July 18, 2012	7:30 a.m. to 12:00 midnight
Thursday, July 19, 2011	7:30 a.m. to 4:30 p.m.
- (g) Access to the exhibit floor, other than during such hours may be allowed in the discretion of CBA Show Management.
- (h) Retailer re-entrance passes will be provided by CBA and are required for any store personnel needing re-entrance to the exhibit hall after the close of the exhibits on Wednesday. Exhibitors who sell displayed merchandise to retailers for pickup at the close of Convention are responsible for supplying retailers with re-entrance badges.
- (i) Within 14 days of the close of the show, CBA shall send to each official exhibiting company a list of registered show attendees.

SERVICE CONTRACTOR AND FREIGHT HANDLING

- (a) Arrangement and payment for transporting goods to and from the show, as well as for receiving, decorating, and removing exhibits, are the Exhibitor's responsibility.
- (b) The Freeman Decorating Company is the Official Service Contractor. Exhibitor Service Kits containing information and order forms for furnishings, freight handling, labor, ancillary services, registration, housing, etc., will be available on the show website 90 days prior to the Convention.
- (c) Exhibitors agree to ship, at their own risk and expense, all articles to be exhibited and agree to conform to the rules for shipping as contained in the exhibitor manual and/or service kit. The exhibit facility has no facilities for receiving and storing materials prior to the opening of the exposition. DO NOT ship equipment or displays to the facility or to the hotel in which exhibit personnel are housed.
- (d) All costs of shipping, cartage, and handling shall be borne by Exhibitor. The Official Service Contractor will handle all the drayage from the drayage warehouse to the Exhibitor's booth; remove crates and empty cartons; return them at the end of the show; deliver packed goods to the loading dock of the convention center; and load the items onto transport vehicles for a fee.

USE OF EXHIBITOR-APPOINTED CONTRACTORS

Exhibitors choosing to use labor services other than those provided by the Official Service Contractor must, by June 15, 2012, notify CBA in writing of their intention to utilize an Exhibitor-appointed contractor and provide CBA with the following information:

- (a) The name, address, and telephone number of the firm and the name of the person who will be in charge of the operation. (An Exhibitor-appointed contractor form will be inserted in the Exhibitor Notebook.)
- (b) Evidence that the Exhibitor-appointed contractor has obtained or will obtain all licenses and permits, and has satisfied or will satisfy all bonding requirements of the federal, state, county, or municipal governments and the exhibit hall management prior to commencing work. Evidence of actual compliance must be provided upon request.
- (c) An original certificate of insurance. The insurance certificate(s) must state that the policy:

- i) will be in effect during the installation and dismantle dates, Friday, July 13, 2012, thru Thursday, July 19, 2012;
- ii) covers comprehensive general liability against claims for bodily injury or death and property damage of not less than \$1,000,000.00 for each occurrence;
- iii) provides worker's compensation insurance coverage for all employees and temporary labor hired to perform work on this event;
- (d) The approximate number of union personnel to be ordered.

CBA shall work only with Exhibitors, because contracts for exhibit space are between CBA and Exhibitors. Communication with Exhibitor-appointed contractors shall be the responsibility of Exhibitor. If deadline dates are not met, the request to use an Exhibitor-appointed contractor may be denied, and Exhibitor may be required to utilize the Official Service Contractor's labor.

All Exhibitor-appointed contractors shall:

- (i) assure CBA that their employees have and will at all times wear the badges provided by CBA and see that they do so.
- (ii) follow the scheduled work times and abide by all CBA installation and dismantle rules.
- (iii) confine operations to the exhibit area of its client(s). No service desk, storage areas, or other work facilities will be allowed elsewhere in the convention center.
- (iv) comply with labor agreements and practices and not commit, nor allow to be committed by persons in their employment, any acts that could lead to work stoppages, strikes, or labor problems.
- (v) coordinate their activities with the Official Service Contractor who shall control all exposition floor, aisles, loading docks, service areas, and storage areas.

Exhibitors shall be responsible for the actions of their Exhibitor-appointed contractor. Violation of these rules may lead to expulsion of the Exhibitor or the Exhibitor-appointed contractor from the convention center.

EVENT SCHEDULING

- (a) Exhibitor shall not sponsor or endorse any activity to be attended by International Christian Retail Show 2012 attendees during hours of announced, CBA-scheduled activities (including dedicated exhibit floor hours), unless prior written waiver or consent has been obtained from CBA.
- (b) Only exhibiting companies may request hospitality suites or functions rooms. Breakfast functions must end at least 15 minutes prior to the first session or official function each day. All hospitality functions must be approved by CBA. Any function not approved by CBA, which would compete for attendees' time, either during the hours of the exhibition or hours of educational programs, is strictly prohibited.
- (c) Receptions and Autograph Parties must be industry-oriented in nature and purpose. Exhibitors wishing to sponsor events must complete proper CBA forms and receive written approval from CBA. Every event must have the prior approval of CBA for date, time, and location.
- (d) Convention program nominations (speakers and artists) are accepted from exhibiting companies only.

INCENTIVES, PREMIUMS, ETC.

- (a) Exhibitor shall comply with any and all convention center, local, city, state, and federal ordinances, statutes, rules, and regulations pertaining to inducements to buy.
- (b) Promotional materials shall not be distributed through Convention hotels to Convention attendees without prior approval of CBA.

EXCLUSIONS FROM EXHIBIT HALLS

- (a) Firms or organizations not assigned space on the exhibit floor are prohibited from exhibiting or soliciting business within the Convention Center and any hotel in which CBA has

contracted for sleeping rooms for Convention attendees. Failure to comply with such prohibition may result in denial of future exhibiting opportunities at CBA Conventions.

- (b) Alcoholic beverages are prohibited on exhibit floor.
- (c) International Christian Retail Show 2012 is designated as a non-smoking event. Smoking is prohibited in all meeting rooms, social functions, and the Exhibit Hall. Smoking lounges may be provided for exhibitors and attendees.
- (d) Exhibitor shall not make badges available to representatives of non-affiliated companies.
- (e) Helium gas canisters and helium-filled balloons are prohibited on the exhibit floor.
- (f) Exhibitor shall be responsible for the behavior of individuals to whom it authorizes CBA to issue badges, and CBA reserves the right to deny or void a badge of, and to deny access to or remove from exhibit floor, any person whenever, in CBA's sole and absolute discretion, doing so would be in the best interest of CBA, any of its Convention exhibitors or attendees, or its Convention.
- (g) CBA shall have the right to deny access to exhibit floor by any exhibitor not current (at the date scheduled for set-up) on all accounts, fees, or other monies owed CBA or CBA Service Corporation, including those unrelated to exhibition booth space. In addition, CBA shall have the right to deny access to exhibit floor by any exhibitor with account balances outstanding (at the date scheduled for set-up) with any hotel or other business from which such exhibitor shall have received a discount from standard rates by virtue of being associated with CBA.
- (h) All food and beverage products not produced by the exhibiting manufacturer must be purchased through the official concessionaire of the convention center.
- (i) Picture taking other than by official photographers is prohibited at all times, including set-up and dismantle. Nevertheless, each exhibitor may grant permission to have his or her exhibit and/or products photographed. Attendees WILL NOT be allowed to bring cameras or video equipment into the exhibit area. Official photographers include press personnel with authorized credentials and CBA show management's official photographer.

MISCELLANEOUS

- (a) Exhibitor shall strictly comply with all laws pertaining to its exhibit at International Christian Retail Show 2012, including, but not limited to, laws pertaining to copyrights, trademarks, antitrust, promotions, and giveaways. With respect to the installation and operation of its exhibit, Exhibitor shall be responsible for knowledge of and compliance with any and all convention center, local, city, state, and federal ordinances, statutes, rules, and regulations pertaining to safety, fire, and health.
- (b) In compliance with the Americans with Disabilities Act, CBA wishes to ensure that no individual with a disability is excluded, denied services, or otherwise treated differently than other individuals. Exhibitor shall be responsible for ensuring access to their exhibit by the disabled and shall be solely liable under the ADA, and any other applicable disability law, for any failure to provide such access to any person.
- (c) Exhibitor shall be responsible for security in its own booth at all times, notwithstanding the fact that CBA hires a firm to provide security for International Christian Retail Show 2012. Perimeter security for the International Convention will be furnished by CBA during installation, dismantling, and show days. Such security is intended to be a courtesy to exhibitors. It is not intended to be a guarantee against any kind of loss or theft or to relieve exhibitors of their responsibility to safeguard their own materials, equipment, and displays at all times.
- (d) Exhibitor acknowledges that any and all property of Exhibitor, including any personal property of individuals, are solely Exhibitor's responsibility, and CBA shall have no liability for such property in the event of fire, theft, or mysterious disappearance, or for any loss, physical damage, or indirect damage as a result thereof. Insurance coverage shall be the

responsibility of Exhibitor. Exhibitor is advised to carry special insurance to cover exhibit material against loss or damage, and public liability insurance against injury to the persons and property of others.

- (e) Following execution of Exhibitor's Application by CBA, CBA's liability for breach of the resulting contract shall be limited to the Space Rental Fee paid to CBA by Exhibitor. In no event shall CBA be responsible for consequential damages. Any bankruptcy filing of any kind by Exhibitor or Exhibitor's insolvency shall constitute a breach of the Application and the contract resulting from CBA's acceptance of the Application. Either party's waiver of or failure to exercise any right provided for in the Application or these Rules & Regulations shall not be deemed a waiver of any further or future right hereunder.
- (f) Following acceptance and execution of this application by CBA, any breach of the resulting contract by Exhibitor, its officers, directors, agents, or employees may, in CBA's discretion, result in immediate or future loss of Exhibitor's exhibiting privilege.
- (g) Exhibitor assumes all responsibility and liability for losses, damages, and claims arising from any cause whatsoever arising by reason of the use or occupancy of the exhibit space by Exhibitor or his assigns. Exhibitor shall indemnify CBA, its officers, directors, employees, agents, and representatives, and hold them harmless from any and all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs, as well as expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) which CBA may suffer or incur by reason of participation in International Christian Retail Show 2012 by Exhibitor, its officers, directors, employees, agents, or representatives.
- (h) Should any contingency prevent the holding of International Christian Retail Show 2012, CBA show management shall retain only such part of Exhibitor's Space Rental Fee as required for expenses incurred up to the time such contingency shall have occurred. If, for any reason, the International Christian Retail Show 2012 shall be canceled or deferred, Exhibitor waives all claims for damages.
- (i) Exhibitor must surrender space occupied by him in the same condition it was in at the commencement of occupation.
- (j) If Exhibitor's materials fail to arrive, Exhibitor shall nevertheless be responsible for all amounts due hereunder.
- (k) In holding International Christian Retail Show 2012, CBA does not act as the agent of Exhibitor, the convention center, or any other party.
- (l) Any claims Exhibitor may have against any party other than CBA shall be submitted directly to the party involved.
- (m) All exhibit attendants must be, in the judgment of CBA show management, properly clothed. A picture or description of costumes, if planned, must be submitted to CBA show management in advance for approval.
- (n) Neither the assigned exhibit space, nor any portion thereof, nor Exhibitor's interest therein shall be assigned or otherwise transferred by Exhibitor without the prior written consent of CBA.
- (o) If any provision in the Application for Exhibit Space or the Agreement resulting from CBA's acceptance thereof is determined by a competent authority to be unenforceable, all other provision shall continue in full force and effect.
- (p) Exhibitor acknowledges and warrants that the individual signing the Application for Exhibit Space on its behalf has been duly authorized to do so.
- (q) Any controversy or claim arising out of or relating to the Agreement resulting from CBA's acceptance of Exhibitor's Application for Exhibit Space, or any alleged breach thereof, shall be settled by arbitration in accordance with the rules of the Institute for Christian Conciliation ("ICC"). Arbitration shall be commenced by filing with ICC a written statement setting forth the following: (i) the facts giving rise to the dispute; (ii) the legal (and biblical, if any) theories and causes of action on which the party requesting arbitration is relying; and (iii) the remedy requested. Judgment upon the award rendered by

such arbitrator(s) may be entered in any Court having jurisdiction over the parties and the subject matter of such controversy or claim. Any arbitration pursuant to this paragraph shall be conducted in Colorado Springs, Colorado.

(r)

Exhibitor's Application for Exhibit Space and the contract resulting from CBA's acceptance thereof shall be governed in all respects by the laws of Colorado, and any litigation between Exhibitor and CBA in connection therewith shall be filed in El Paso County, Colorado.