

Mistletoe Merchants OF MEMPHIS

October 1-3, 2010

Terms of Contract Agreement

The company or individual(s) identified on front of contract hereby subscribes for an exhibit booth or space at the Mistletoe Merchants of Memphis (hereinafter "Show") to be held by MidSouth Media Group on October 1, 2 and 3, 2010, at the Agricenter International, 7777 Walnut Grove Road, Memphis, Tenn. 38120. Exhibitor shall adhere to the rules and regulations set forth herein, and conformance with such rules and regulations is understood to be part of this Contract. The signature of the Exhibitor, or its authorized representative, in the space provided on front of contract indicates agreement with all of the provisions of this Contract by Exhibitor, including its owners, officers, employees, agents, representatives, and independent contractors.

1. Exhibit/Booth Space. All displays are subject to approval by MidSouth Media Group, and MidSouth Media Group expressly reserves the right to reject any applicant for exhibit space and refund the amount that said applicant has paid for space. While best efforts will be made to accommodate Exhibitor's exhibit booth selection, MidSouth Media Group reserves the right to assign, designate or change exhibit or booth location. All Exhibitor personnel shall wear an identification badge while on the Show floor.

2. Hours of Operation. Exhibitor move-in hours are Noon–6 p.m. Wednesday, September 29, 2010, and 8 a.m.–6 p.m. Thursday, September 30, 2010. Exhibitor shall have its exhibit(s) completely assembled and ready to be viewed by guests no later than 6 p.m. on Thursday, September 30, 2010. The hours during which the Show is open shall be Friday, 9 a.m.–9 p.m., Saturday, 9 a.m.–6 p.m., Sunday, 11 a.m.–5 p.m. Exhibitor shall staff its booth during all hours the Show is open to the public. Exhibitor shall not begin disassembling its exhibits until 5:01 p.m. on Sunday, October 3, 2010; Exhibitors who do not comply with these provisions shall be assessed a surcharge in the amount of \$500.00. Exhibitor disassembly and move-out times are Sunday, October 3, 2010, from 5:01 p.m. through 10 p.m. and Monday, October 4, 2010, from 8:00 a.m. until Noon.

3. Operation of Exhibit Space. Excessive noise, bothersome lighting or other use of exhibit space by Exhibitor that interferes with the exhibition space used by other Exhibitors or with the operation of the Show is prohibited, as is the creation of or maintenance by Exhibitor of any dangerous or hazardous condition or situation. Exhibitor's displays and advertising material shall not protrude into the aisles or otherwise interfere with the movement of visitors to the Show. Booth shall not exceed 8 feet in height without the approval of MidSouth Media Group, and Exhibitor shall not block or interfere with the visibility of an adjoining Exhibitor. Exhibitors shall exercise maximum care in the prevention of fire and to avoid loss of property, which is part of the Show.

4. Security Services. *MidSouth Media Group will provide security services beginning Thursday, September 30, 2010, at 6 p.m. until Sunday, October 3, 2010, at 5 p.m. Notwithstanding the above, Exhibitor shall not leave valuable items or personal property unattended at the exhibit booth or space, and MidSouth Media Group is not responsible for any losses Exhibitor may suffer as a result of items stored in or at the Exhibitor's exhibit space during the Show.*

5. Services Not Provided. MidSouth Media Group does not provide equipment, decoration, labor, carpenters, storage for exhibit materials, special lighting, gas, water supply or other related services. Exhibitor must make all arrangements for these items and, in addition to the indemnity obligations set forth in section 7 below; exhibitor shall defend, indemnify and hold harmless MidSouth Media Group for any and all claims, losses, damages, injuries, or other charges that may occur from any such arrangements made by Exhibitor.

6. Insurance Not Provided. Exhibitor acknowledges MidSouth Media Group does not have or provide insurance against the loss of or damage to Exhibitor's property at the Show for any reason. Exhibitor assumes the sole responsibility to obtain insurance of any kind, including but not limited to insurance against property damage, personal injury, theft, vandalism, business interruption, or any other insurance it may need to cover any losses it may suffer at the Show.

7. Liability and Indemnification Waiver. Exhibitor agrees to comply with all fire and safety rules and regulations adopted by all applicable governmental authorities and the Show. In the event MidSouth Media Group shall be held liable for any occurrence that results or might have resulted from the Exhibitor's action(s) or failure to act, including, but not limited to, acts or omissions constituting negligence, deceptive trade practices, strict liability, or the creation of liability resulting from an unreasonably dangerous product (product liability), Exhibitor shall reimburse and indemnify MidSouth Media Group for damages resulting from such liability and the costs incident thereto, including its reasonable attorneys fees. Exhibitor further agrees that it shall hold harmless and indemnify MidSouth Media Group from and against any loss, damage, expense or penalty arising from any action including any action based on strict liability or negligence, on account of personal injury or property, including its reasonable attorneys fees incurred in connection therewith.

8. Assignment Prohibited. Exhibitor shall not share, lease, sublet, assign, offer for use, or otherwise convey any portion of its exhibit space to any individual, partnership, corporation, company, firm or entity, without the prior written consent of MidSouth Media Group.

9. Cancellation Policy. If Exhibitor is not able to attend the Show, Exhibitor may be entitled to a refund based on the following schedule: **a.** Notice of sixty days or more: If written cancellation is received by Monday, August 2, 2010, or more than sixty days prior to the Show, and if the Exhibitor has paid for space in full, Exhibitor is entitled to a 50% refund of cost of space. **b.** Less than 60 days: If Exhibitor cancels after Monday, August 2, 2010, or less than sixty days prior to the Show, Exhibitor will not receive a refund and will be responsible for full payment of booth space.

10. Payment. Payment for Exhibitor's space must be in compliance with terms shown on the booth space contract. Any exceptions to these payment terms must be approved by MidSouth Media Group prior to date of final payment due date. No Exhibitor shall be permitted to erect an exhibit without having made full remittance of space rental or prior arrangements with MidSouth Media Group. Exhibitor consents to the jurisdiction of the courts of DeSoto County, Mississippi in any action brought by MidSouth Media Group to collect amounts owed hereunder, and expressly waives any objection Exhibitor may have to the assertion of personal jurisdiction by such courts. In any legal proceeding initiated by MidSouth Media Group to collect any sums owed by Exhibitor under this Mistletoe Merchants Show Exhibit Contract, MidSouth Media Group shall be entitled, in addition to the principal amount owed, to any and all costs or expenses incurred in bringing such action, including its reasonable attorneys fees.

