

TERMS & CONDITIONS

1. Defined Terms: The term Event means the Destinations Showcase, currently scheduled to be held in Washington D.C. and/or Chicago in 2012. The Event is owned and operated by Destination Marketing Association International. As used hereinafter, the term "Organizers" means Destination Marketing Association International, and each of their officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents or representatives that applied for exhibit space rental and agreed to enter into this contract.

2. Contract Acceptance: The Contract shall become effective when it has been signed by a duly authorized representative of the exhibiting company and counter-signed by a duly authorized representative of the organizer. A signed contract is binding with or without payment.

3. Qualification of Exhibitors: Eligibility in the event is limited to members of the Destination Marketing Association International and their convention centers, exhibition facilities and additional participants deemed appropriate and representative of the destination by the host CVB. The Organizers reserve the right to restrict or remove any Exhibit, which they and the Destination Marketing Association International show committee believe is objectionable or inappropriate. Exhibitors are prohibited, if contracting less than 200 square feet of exhibit space, from sharing exhibit space (i.e., two convention bureaus or a convention bureau and an exhibition facility). Exceptions: 1.) Bureaus or Exhibition facilities with budgets under \$700,000 U.S. are permitted to share less than 200 square feet of space. 2.) Non-North American Exhibitors are permitted to share less than 200 square feet of exhibit space if they a) are convention bureaus from the same country or region, or b) are exhibition facilities from the same destination. This option is limited to two bureaus or exhibition facilities per 10x10 booth. Convention Centers may contract separately for booth space provided that the CVB representing their destination is contracted to exhibit at the same show.

4. Assignment of Space: Initial assignment of space will be determined by show management based on geographic regions. Following the space assignment, space will be assigned by Destination Marketing Association International on a first-come first-served basis. Destination Marketing Association International reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if DESTINATION MARKETING ASSOCIATION INTERNATIONAL determines that to do so is in the best interest of the Event.

5. Use of Space: The space contracted for is to be used solely by the Exhibitor whose name appears on the contract and its participants that have been deemed appropriate and representative of the exhibiting destination. No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein, nor permit any other person or party to exhibit goods, apparatus, etc., not represented by the Exhibitor in the regular course of his or her business, except upon prior written consent of the Organizer.

6. Cancellation by Exhibitor: A 50% cancellation fee applies if the Exhibitor cancels its participation in the Event at least 120 days prior to the event, and is non-transferable to any other Destinations Showcase event. No refunds or rebates are available and exhibitor is liable for 100% of the total contract amount for cancellations received less than 120 days prior to the event. All cancellations must be in writing.

7. Downsizing by Exhibitor: An Exhibitor may be required to move to a new location if it requests a downsizing of space.

8. Exhibit Space Occupancy: Any Exhibitor failing to occupy its assigned space one hour prior to show opening or who leaves his or her space unattended

during the Exhibit hours, forfeits their rights to the space. All exhibits must be open for business during the Event hours. Exhibitors may not dismantle their display until the official closing time or until the Event is officially closed by the Organizers.

9. Cancellation of Exhibit Space: If an Exhibitor fails to make required payments as described in the exhibit space contract, the organizer may terminate Exhibitor's participation in the Event without further notice and without obligation to refund moneys previously paid. Exhibitors may not move-in until full payment is received.

10. Cancellation of the Event: If Organizers cancel the Event due to circumstances beyond the reasonable control of the Organizers (such as Acts of "God," Act of War, governmental emergency, labor strike or unavailability of the exhibit facility), the Organizers shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities.

11. Exhibit Design and Inclusions: Included with each 10x10 exhibit space are back drape and side rail, booth carpet, one (1) skirted table, one (1) standard identification sign, one (1) attendee pre-registration direct mail list, one (1) final attendee direct mail list and one (1) representative registration. All Exhibitors must remain within the confines of their own space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other Exhibitors.

12. Character of Displays: Use of Aisles and Common Areas: Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Each Exhibitor agrees to exhibit only products that it represents. All exhibits shall display products or services in a tasteful manner. The aisles, passageways, and overhead space remain strictly under the control of the organizer and no signs, decorations, banners, advertising material or special exhibit will be permitted in the aisles. Employees must remain within the booth occupied by their employers. Any and all advertising distribution must be made from the Exhibitor's booth space. Stickers are prohibited in the exhibit area. (Handouts with gummed backing that adhere or cause adhesion are considered stickers.)

13. Listing and Promotional Materials: By exhibiting at the Event, Exhibitors grant the organizer a fully-paid, perpetual non-exclusive license to use, display and reproduce the name of Exhibitors in any directory listing the exhibiting companies at the Event and to use such names in promotional materials. The organizer shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials.

14. Copyrighted Materials: Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted materials at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payment.

15. Safety, Fire and Health: Federal, State and City laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Exhibitor Service Manual.

16. Sound Devices: The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

17. Contractor Services: In the interest of making available the best-qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, Destination Marketing Association International has contracted an official contractor to provide certain services. Service companies other than the official contractor will not be

allowed to perform any exclusive services. Non-exclusive services may be performed by Exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.

18. Exhibitor Representatives: Exhibitor representatives are limited to personnel employed by the Exhibitor listed on the contract and its named participants who have been deemed appropriate and representative of the exhibiting destination. The purchase of each exhibit space (10'x10') includes one (1) Exhibitor representative registration. Registration for up to three (3) additional representatives may be purchased with a maximum of four (4) total representatives per each (10'x10') exhibit space for \$375.00 per additional exhibitor registration.

19. Care of Exhibit Facility: Exhibitor shall promptly pay for any and all damage to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by the Exhibitor or any of its employees, agents, contractors or representatives.

20. Taxes and Licenses: Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under Federal, State, or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges or penalties that become due to any governmental authority in connection with its activities at the Event.

21. Observance of Laws: Exhibitor shall abide by and observe all Federal, State and local laws, codes, ordinances, rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

22. Assumption of Risks; Release: Exhibitors must have their own theft, public liability and property damage insurance with combined single limits of at least \$1,000,000. This insurance should include both bodily injury and property damage coverage. Exhibitor expressly assumes all risk associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, Act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage areas), including any subrogation claims by its insurer. Neither organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to the Exhibitor. Neither the Organizers, nor the Exhibit Facility, nor any of their respective officers, directors, shareholders, agents, employees, representatives, or assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, damages and liabilities described in this paragraph.

23. Exhibitor Service Manual: Approximately 60 days from the Event, an Exhibitor Service Manual will be available online to the "Primary Contact" listed on the contract. The Exhibitor Service Manual will include information integral to your organization's participation at the Event, including but not limited to: additional Exhibitor Rules and Regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, decorator, audio/visual, exhibitor display rules and move-in/move-out schedules, and insurance information.

24. Incorporation of Rules and Regulations: Any and all matters pertaining to the Event not specifically covered by this Contract and the rules and regulations as described in the Exhibitor Service Manual, shall be subject to determination by the organizer. Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Exhibitor.