

2010 Q-Travel Expo Exhibit Space & Services Contract

Presented by AG Media Corp.



March 14, 2010 • 10 AM - 4 PM



Sheraton La Guardia East Hotel
135-20 39th Ave. • Flushing, NY 11354
718-460-6666 • sheraton.com/laguardia

Company Information

Exhibiting Company Name _____	Billing Company Name (if different) _____
Primary Show Contact _____	Phone _____
Address _____	Fax _____
City/State/Zip _____	E-mail _____
Country _____	Web Site _____

Free Promotional Opportunities

Company Description on Web Site (Provide up to 20 words) _____

Show Specials & Giveaways Listing in Show Guide (provide up to 30 words) _____

Booth Package: Includes • **Decoration** — carpeting • (1) 6-foot white draped table • (2) chairs • wastebasket • b/w company identification sign • **Promotion** — 1 column x 2" ad in Q Travel Expo Supplement • company name, description and web site link on Q Travel Expo web site • show-only discounts and giveaways listed on Q Travel Expo web site and in Q Travel Expo supplement • (10) complimentary expo-only attendee passes • complimentary access to Travel Trade Conference • company listings in Q Travel Expo ads

Rates: cost per 10' X 10' booth space

Base Rate \$600* X # _____ of 10 X 10's = _____

Each Add'l Booth \$200* X # _____ of 10 X 10's = _____
(4 or more booth)

Discounts: Member Partner Discount = 10% off (_____) (Company must be a member of one of our Industry Partners to receive discount)

Industry Partner Name _____

Total Cost: \$ _____

Select Desired Location:

(Select top 3 locations. Every attempt will be made to accommodate requested space, but location cannot be guaranteed.)

#1 _____ #2 _____ #3 _____

- Cruise Caribbean Adventure Travel
- New York State Mexico, Central & South America USA
- Canada Florida Vacation Rentals New England
- Europe Asia Africa Asia Pacific

Payment Options

A 50% deposit of total amount is due within 14 days upon signing *Exhibit Space & Services Contract* and must be sent Show office with a copy of the original signed contract. Final payments are due by January 15, 2010. Contracts received after January 15, 2010, full payment is due.

Check - Make payable to: AG Media Corp, in U.S. Funds and list Exhibiting Company Name on payment.

Credit Card

Amex Visa Master Card

Amount to Charge: _____

Card Number _____ Exp. Date _____

Name on Card _____

Billing Address _____

Signature _____ Date _____

Cancellation Policy

In the event the Exhibitor cancels all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing, by certified mail, and will be obligated to pay the following amounts:

Time Period

June-September, 2009
October 2009-January 15, 2010

Liquidated Damages

50% of exhibit space fees
No Refund

Contract Agreement:

By completing this *Exhibitor Contract*, Exhibitor agrees to the Cancellation Policy along with the Terms & Conditions, all of which constitute a part of the Contract. The individual completing this Contract represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of named Exhibitor.

Signature _____ Date _____

Name _____ Title _____

Instructions

Please read, complete, sign and return to Show Management with appropriate deposit. Mail to: AG Media Corp, 67-53 Woodhaven Blvd. Ste. 103, Rego Park, NY 11374. Phone: 718-897-3905. Fax: 718-897-3907.

2010 Q-Travel Expo Exhibitor Booth Contract Terms and Conditions

1. Management and Exhibitor. The term "Show Management" as used herein shall define the personnel, its agents and event partners including but not limited to AG Media Corp and Q Travel Expo acting on behalf of, or in concert with Management to produce this event. The term "Exhibitor" shall define the company and its personnel and agents selection to participate in the exposition. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.

2. Assignment and Location of Exhibits: The Exposition will be held at the location indicated on the previous contract page. Location assignments will be made solely at the discretion of show management and within reasonable time after receipt of this application. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but Show Management reserves the right to make such modifications and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of Show Management, exhibitors and the exhibits.

3. Payment Policy: A 50% deposit of the total amount is due within 14 days upon signing the Exhibit Space & Services Contract and must be sent to Show Management with a copy of the original signed contract. Final payments are due by January 15, 2010. Contracts received on or after January 15, 2010—FULL PAYMENT of the total above fee is due immediately upon signing the Exhibit Spaces & Services Contract.

4. Cancellation Policy: (a) In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing, by certified mail, and will be obligated to pay the following amounts for cancellations received between June 1, 2009 and September 30, 2009, 25% of the exhibit space fees are due; cancellations received between October 1, 2009 and January 15, 2010, 50% of exhibit space fees are due, and cancellations received on or after January 15, 2010, 100% of the exhibit space are due (b) If exhibit space is not occupied by the Exhibitor by the opening time of the Exhibition, Exhibitor shall be deemed to have canceled the exhibit space contracted for and Show Management shall have the right to use such space as it deems appropriate and the Exhibitor shall pay all amounts which would have been due, upon the terms of subparagraph (a) above, if Exhibitor had canceled this contract as of such date. (c) If the Exhibitor does not make full payment when due upon the terms of this contract, Show Management may terminate this contract and the Exhibitor shall be responsible for payment of all amounts which would have been due, under the terms of subparagraph (a) above, if the Exhibitor had canceled this contract as of the date of such default (d) Except as Exhibitor's rental obligation may be reduced in accordance with the terms set forth in subparagraph (a) above, the Exhibitor shall be responsible for payment of the total exhibit space rental fee if the Exhibition is canceled, delayed or relocated, in whole or in part, as a result of strike, civil disorder, acts of God, or any other cause of any kind whatsoever, not within Show Management's control. Show Management reserves the right to reject or to revoke acceptance of any Exhibitor at any time in its sole discretion

5. Use of Exhibits. Height regulations for 10' X 10' booths are 8' high on the back wall and 8' high on the sidewalls, extending no further than 4' from the back wall. Beyond 4' from back wall, maximum height of a sidewall is no more than 4'. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. (a) Except in certain limited circumstances involving parent corporations their wholly-owned subsidiaries and sister corporations, when approved in writing in advance by Show Management, Exhibitor shall not assign, sublet or share the space allotted. (b) Any firm or organization not assigned exhibit space will not be permitted to solicit business within the exhibit area. (c) Permission to hang signs or erect exhibit spaces higher than 8 feet must first be obtained in writing from Show Management which will confirm the available height for specific exhibit locations. (d) No portion of any exhibit space sign or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitor is prohibited. Booths and aisles must be kept clear for safety access throughout show hours (e) Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at the Exhibitor's expense (f) Show Management reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any exhibit which, in the sole opinion of Show Management, may detract from the general character of the Exhibition as a whole, or consists of products or services inconsistent with the purpose of the Exhibition. In the event of such restriction or removal, Show Management shall not be liable for any refunds or other exhibit expenses. (g) The use of sound system is permissible provided that they are not audible more than 3 feet into the aisle or into neighboring exhibit spaces, and that the sound is directed into the Exhibitor's exhibit space or vertically. Show Management shall have absolute

control over the implementation of this regulation, the intent of which is that sound system shall not be objectionable to neighboring Exhibitors. (h) Exhibitor is solely responsible for obtaining the necessary license for all usage of music or video. (i) Exhibitor is responsible to allocate to staff to supervise and manage their booth. Booths must be staffed at all times during open Expo hours. (j) Exhibitors cannot begin to break down their exhibit prior to the close of the show.

6. Liability and Insurance: Show Management and /or their agents and employees, shall not be responsible for any loss, theft, or damage to the property of Exhibitor, his employees or representatives. Furthermore, Show Management, their agents and employees shall not be responsible for any damage, illness or injury to Exhibitor personnel, agents or attendees. Exhibitor shall indemnify and hold harmless Show Management, from all liability which might ensue from any cause whatsoever, including attorney's fees;. Exhibitor agrees to maintain adequate insurance to fully protect Show Management, its co-sponsors, contractors and from any and all claims which may arise in connections with the installation operation and dismantling of the Exhibitor's display. Exhibitor will be required to pay for any damage caused by its employees or agents. Exhibitor must carry insurance naming additional insured's on a policy containing no less than \$1 million for bodily injury, property damage and/or loss sustained in any one occurrence. Exhibitor must also carry vehicle liability insurance for any vehicle that is carried onto the facility premises.

7. Security and Insurance: Security for all Exhibitor equipment, materials and personnel remains the responsibility of the individual Exhibitor. Exhibitors should retain adequate coverage for theft, damage or any loss. Exhibitor are encouraged to have guards and insurance at their own expense. Exhibitor agrees to waive its right to subrogation against Show Management, its officers, directors and employees.

8. Care of Building and Equipment: Exhibitors or agents must not injure or deface the walls or floors of the building the exhibit spaces, or the equipment of the exhibit spaces. When such damages appear, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof, electrical wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the exhibition is located, and of any other governmental authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct and disassembly of the Exhibit. Combustible materials or explosives are not permitted in the Exhibit Hall. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit Hall and Show Management with respect to the installation, conduct and disassembly of its exhibit.

9. Compliance. Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the American with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all such codes and laws have been met, including issues related to facility services. Exhibitor is solely responsible to obtain all necessary permits and tax forms, including submitting any taxes or fees required by local, state or federal authorities.

10. Email Privacy Policy: if you received a mailing from us, (a) your email address is either listed with us as someone who has expressly shared his address for the purpose of receiving information in the future ("opt-in"), or (b) you have registered or purchased or otherwise have an existing relationship with us. We respect your time and attention by controlling the frequency of our mailings. We use security measures to protect against the loss, misuse and alteration of data used by our system. We will never share, sell, or rent individual personal information with anyone without your advance permission or unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you or sending you emails based on your request for information and to contracted service providers for purposes of providing service relating to our communication with you.

11. Miscellaneous: Each Exhibitor, for itself and its employees, agrees to abide by this agreement and any amendment thereto, and cannot be assigned without prior written consent of show manager. Exhibitor further acknowledges that Show Management reserves the right to reject, eject or prohibit any exhibit in whole or in part or any Exhibitor or his representatives without giving cause. If any provision of this Contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. Although Show Management and Exhibitor do business in various state jurisdictions, this contract shall be governed construed and enforced in accordance with the laws of the State of New York and its courts. In the event that it shall be necessary for Show Management to bring suit to enforce any of its rights hereunder, Show Management shall be entitled to recover all costs of such suits including reasonable attorney's fees.