



1. AGREEMENT TO RULES AND REGULATIONS:

Exhibitor agrees to observe and abide by the Terms, Rules and Regulations set forth hereafter and by such additional Rules and Regulations made by Show Management from time to time for the efficient or safe operation of the Show, including, but not limited to, those contained in the Exhibiting Guide.

2. REFUNDS:

All sales for table and/or booth space are final. No refunds will be given, however, if exhibitor provides written notice of their inability to attend the event within 30 days of the event, Show Management will provide a voucher for a future Night Shining, Inc. event less a 25% inconvenience fee.

3. SHOW DATES AND HOURS:

Dates and Hours for installing, showing, and dismantling exhibits shall be those specified by Show Management. Any exhibitor which fails to setup an exhibit in its contracted space by 9:00am. on the last day of setup will have automatically forfeited any rights, privileges and claims of any nature which the exhibitor has, or may have, including any payments previously made. All exhibits must be open for business during exhibit hours and no dismantling or packing may be started before the official close of the show. Exhibits must be removed from the building at the close of the show. In the event any exhibitor fails to remove his exhibit in the allotted time, Show Management reserves the right to ship the exhibit through a carrier of its own choosing or to place same in a storage warehouse subject to the exhibitor's disposition at exhibitor's expense.

4. DISPLAYS AND DECORATIONS:

No signs, advertising devices or merchandise shall be displayed outside the exhibit space or project above or beyond the limits of exhibit space. No product may be hung on exterior side of display. Exhibitor must not deface furniture, fixtures or building surfaces in any way through the use of nails, tacks, glue, paint, etc. No exhibit, equipment, trunks, cases or packing materials shall be brought into or out of the exhibit space during exhibit hours.

5. SUBLETTING/SHARING OF SPACE:

No exhibitor shall assign, sublet or apportion the whole or any portion of space allotted, nor exhibit therein any goods other than those manufactured or distributed by the exhibitor in the regular course of its business, nor permit any representative of any firm not exhibiting to solicit business or take orders in its space. Violators are subject to removal from the show.

6. FIRE RULES:

Exhibitor shall not pack merchandise in flammable material. All cartons stored by the Show Building shall be emptied of contents. No exhibitor shall use any flammable decorations or covering for display fixtures and all fabrics or other materials used for decoration or covering shall be fireproof. All electrical equipment must be U.L. (Underwriters Laboratories) approved. All wiring must conform to New York City Electrical Inspection Bureau requirements.

7. EXHIBITOR CONDUCT:

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Show Building. Activities by exhibitors must be confined to their rental space. Distribution by exhibitors of any printed matter, souvenirs, samples or other articles shall be restricted to within the space occupied by their exhibits. The distribution of any articles which interfere with the activities in, or obstruct access to, neighboring booths or that impede aisles, is prohibited. Exhibitor understands that photographs taken by the Official Show Photographer are the property of Show Management and may be used for the purpose of marketing and promoting the event via direct mail, email, fax and related collateral and communications. Exhibitor's representatives wearing distinctive costumes or uniforms or carrying banners or signs separately or as a part of their apparel shall not appear at the show other than in their own booth without prior approval from Show Management. Devices making loud or excessive noise are prohibited. The maximum allowable sound level is 65 decibels; however, Show Management reserves the right to determine if sound level is excessive and exhibitor must conform to such determination. All at-show promotional plans must be submitted to Show Management for approval in advance of the show. Exhibitor shall not enter into another exhibitor's space without invitation or when unattended. Exhibitor shall not handle or remove samples or literature from another exhibitor's space. Show Management has full authority to interpret and enforce all the rules set forth herein.

8. PRODUCT DISPLAYED:

Products displayed by exhibitor must conform to, or be of a similar nature to, the products presented by exhibitor during the exhibit space application process. Any displayed merchandise determined by Show Management, in its sole opinion, to (a) not conform to the products presented during the application process, and/or (b) be inappropriate for display at Night Shining, Inc.'s trade show will be removed to storage, at exhibitor's expense, for the duration of the show. Night Shining, Inc. reserves the right to exclude any potential exhibitor if, in Night Shining, Inc.'s sole discretion, the exhibitor or the material proposed to be exhibited is not deemed appropriate.

Exhibitor agrees to indemnify Show Management for any and all costs, including attorney's fees, for any action brought against Show Management with respect to any claims regarding the exhibitor's intellectual property.

9. PLAYING OF MUSIC:

Exhibitor shall not provide or permit the playing or reproduction of music in any form or at any time unless (a) if the music is copyrighted, exhibitor shall in advance obtain, and provide a copy to Show Management of a written license to perform said music at the Show from the owner of the copyright of said music, and (b) whether the music is believed to be copyrighted or not, exhibitor shall obtain in advance from Show Management a written consent to the providing of such music by exhibitor. Exhibitor specifically agrees that in the absence of full compliance with the above, no music whatsoever in any form, will be provided or permitted by it and in the event of any copyright infringement question arising with respect to the use by exhibitor of music, all of the provisions of Paragraph 10(b) hereof will be applicable. Show Management shall have the power to make any reasonable settlement, without the consent or approval of the exhibitor, to resolve any dispute which may arise between Show Management and anyone claiming to enforce a music copyright, which settlement shall nevertheless be binding on exhibitor and shall be subject to and within the limitation of liability and indemnity provisions of Paragraph 9 of this agreement. Exhibitor expressly agrees that Show Management may, at exhibitor's expense, take any legal action, including summary action, appropriate to ensure compliance by exhibitor with these provisions, including the obtaining of an injunction against exhibitor.

10. LIMITATION OF LIABILITY AND INDEMNITY:

(a) Neither Show Management nor the Show Building nor any of its officers, agents, employees, or other representatives shall be held liable for, and the same hereby released from liability for, any damage, loss, harm or injury to the persons or property of the exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. (b) The exhibitor shall indemnify, defend, and

protect Show Management and the Show Building against, and hold and save Show Management and the Show Building harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of, exhibitor, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Rules and Regulations, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a registered trademark. (c) In the event that, because of war, fire, strike, exhibit facility construction or renovation project, government regulation, public catastrophe, act of God or the public enemy or other cause beyond the control of Show Management, the Show or any part thereof is prevented from being held, is cancelled by Show Management, or the exhibit space becomes unavailable, Show Management in its sole discretion, shall determine and refund to the exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by Show Management and reasonable compensation to Show Management, but in no case shall the amount of the refund to the exhibitor exceed the amount of the exhibit fee paid.

11. COMPLIANCE WITH CODE OF BUSINESS PRACTICES:

Exhibitor affirms that it will support the production of safe merchandise in factories operated under lawful and ethical standards.

12. GOVERNING LAW/AMENDMENTS:

This agreement, having been executed in the State of Kentucky, shall be governed by, constructed and enforced, in the U.S. District Court, City of Covington, Kenton County, in accordance with the laws of the State of Kentucky as if it is an agreement made and to be performed entirely within such State. This agreement may not be amended or modified except by a written communication by Show Management.