

FABRICARE™ 2008 CONTRACT TERMS AND CONDITIONS AND RULES AND REGULATIONS

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TERMS AND CONDITIONS

1. SPONSORSHIP

Designated Fabricare™, hereinafter referred to as Fabricare™ 2008, the exposition is sponsored by the California Cleaners Association (916) 239-4070.

2. SHOW VENUE AND DATES

Fabricare™ 2008 will take place in Hall A of the Long Beach Convention Center, hereinafter referred to as LBCC, located at 300 East Ocean Blvd., Long Beach, CA.

Show dates are Friday, August 22, through Sunday, August 24, 2008.

Move in begins on Wednesday, August 20. Move out ends on Monday, August 25. See *Exhibit Rules and Regulations* for specific exhibit hours. Booths must be staffed during all exhibit hours.

3. SPACE ELIGIBILITY

Any manufacturer or supplier of textile maintenance equipment, supplies or support services may apply for space. Minimum booth size is 10 ft. x 10 ft. (100 sq. ft.).

4. EXHIBIT SPACE FEES

Exhibit space fees are based on member/non-member. Discounted rates apply to CCA 2008 Allied Trades members in good standing.

Fabricare™'s Exhibitor All-Inclusive Plan includes: (with certain limitations) all normal expenses from move in through move out: labor, freight handling, warehousing, drape, 8' high flameproof backdrop drapes, 3' high sidewall drapes, utilities, standard carpet, standard furniture, identification sign, and cleaning. No alternative options for services are available.

Each booth size is 10 feet x 10 feet (100 square feet); booths are available only in multiples of 100 square feet.

ALL INCLUSIVE

The all inclusive exhibitor plan includes: (with certain limitations) all normal expenses from move in through move out: labor, freight handling, warehousing, drape, 8' high flameproof backdrop drapes, 3' high sidewall drapes, standard carpet, standard furniture, identification sign, and cleaning.

Rates:

Member	Non-Member
\$1,950/booth	\$2,650/booth

5. PAYMENT SCHEDULE

Single booth purchases: Full payment is required with a signed exhibit space contract.

Multiple booth purchases: Signed Display Space Contracts received on or before **March 31, 2008**, must be accompanied by a 50% deposit, with the remainder due by **May 1, 2008**. Signed Display Space Contracts received after **March 31, 2008**, require full payment. All fees and fee balances are payable in full on or before **May 1, 2008**.

At Fabricare™'s sole discretion, any deposit paid can be forfeited and space canceled if full payment is not received on or before **May 1, 2008**. Exhibitors finding it necessary to cancel their contract should do so prior to **March 31, 2008**.

Fabricare™ reserves the absolute right to accept or reject any application for exhibit space. No contract shall be considered accepted until countersigned by Show Management.

NO BOOTH SPACE WILL BE ASSIGNED UNTIL DEPOSIT/PAYMENT IS RECEIVED.

6. SUBLETTING OF SPACE

Sharing of any booth space by two or more companies, or the cooperative buying of any display space, is prohibited. Exhibitors may not assign, sublet or apportion the whole or any part of space assigned; permit any other party to exhibit therein; distribute any other party's advertising materials; or permit use of such space for the purpose of promoting any business other than that of the exhibitor to whom the space is assigned.

7. SPACE ASSIGNMENT

Space assignment is on a first-come, first-served basis, and will be governed by services and facilities to be used, amount of space ordered, postmarked/received date of application and payment, past Fabricare™ participation, special requests noted, and the best interest of the exhibition.

When all other considerations hold equal value, preferential weight will be given to exhibitors based on the number of past Fabricare™ Shows in which they have participated. Show Management may alter locations of exhibits or booths shown on the official floor plan if deemed in the best interest of the exhibition.

8. CANCELLATION AND REFUND

Exhibitors finding it necessary to cancel their contract: If space is canceled by January 31, 2008 the exhibitor will receive a full refund. If space is canceled after January 31, 2008 and before March 31, 2008, a \$350 cancellation charge per booth will be levied. If space is canceled after March 31, 2008, no refunds will be made. Cancellation requests must be received in writing by Show Management on or before the above dates. **No refunds will be made for cancellations after March 31, 2008.** These deadlines also apply to requests to reduce your exhibit space.

Reducing your exhibit space may result in relocation of your booth assignment. Should any contingency beyond the control of Fabricare™ 2008 prevent or make impractical holding the trade show, Fabricare™ 2008 may retain a portion of the exhibitor's rental as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred and return of the balance of monies paid in advance for rental will terminate any liability upon Fabricare™ 2008. Exhibitor waives any claim against Fabricare™, the California Cleaners Association, and California Advocates Management Services for damages by termination caused by events beyond its control (i.e., force majeure events).

9. FAILURE TO OCCUPY SPACE

Any space contracted for and not occupied by 11:00 a.m. on Friday, August 22, 2008, is subject to forfeiture by the exhibitor and may be resold or reassigned at the discretion of Show Management. In no event will booth rental be refunded.

10. SECURITY AND INSURANCE

Fabricare™ 2008 provides show security, but the furnishing of such guards shall not be deemed to increase the liability of Fabricare™ 2008, or LBCC, their agents, representatives and employees, nor to modify in any way the assumption of risk and release

provided in this contract. All property of the exhibitor is understood to remain under the exhibitor's custody and control in transit to within and from the confines of the exhibit hall subject to the rules and regulations of the exhibition. **By execution of this contract, exhibitor warrants that it has in force a minimum of \$1 million insurance coverage to indemnify Fabricare™ 2008, California Cleaners Association, California Advocates Management Services, GES, LBCC, SMG, City of Long Beach, their officers, agents and employees. A copy of your insurance must be sent to CCA ninety (90) days prior to the event.** Insurance coverage must include property damage, public liability, fire, theft, water, storm and strike coverage.

11. REGISTRATION

All persons attending Fabricare™ 2008 must be registered and will not be allowed on the show floor without an official badge. Each exhibiting company is entitled to receive three (3) free exhibitor registrations for each booth space occupied. A registration fee must be paid for any additional exhibitor representatives. As a security precaution, **only booth personnel may be registered on the "Exhibit Badge Registration" form.** People not working in the booth must be registered on the "Attendee Registration" form and paid for accordingly.

12. PENALTIES

By execution of this contract, exhibitor agrees to abide by all conditions of the contract, all Terms and Conditions stated in the Exhibit Rules and Regulations, which are incorporated into this contract by reference; local laws and fire regulations of the state of California, the city of Long Beach, and the LBCC; and subsequent notifications from Show Management. Failure to comply with the above contract terms, rules and regulations and local laws, or amendments thereto, is sufficient cause for requiring either prompt conformity and, in certain instances, immediate closing and removal of the exhibit display, in which case the exhibitor will forfeit all fees and rentals paid and pay all removal fees.

13. LIABILITY AND INDEMNIFICATION

Exhibitor shall be liable for all claims, damages, losses, injuries of any kind or nature resulting from (i) its representatives', agents' or employees' breach of the Fabricare™ 2008 Contract Terms and Conditions and *Exhibit Rules and Regulations*, and (ii) its actions or omissions or those of its officers, directors, employees, or agents at the LBCC. The exhibitor agrees to make no claim for any reason whatsoever, against the California Cleaners Association (Fabricare™ 2008), or LBCC, or their representatives, agents or employees, for loss, theft, damage or destruction of goods or other property, nor for any injury to it or its employees while in the exhibit hall or California Cleaners Association offices, nor for any other damage of any nature or character including any damage to its business by reason of the failure to provide space for the exhibit, or the removal or modification of the exhibit display booth, nor for any action of any nature of the California Cleaners Association (Fabricare™ 2008), or LBCC that may render any exhibit display booth unusable. Nothing in this contract is intended to limit or otherwise restrict the liability of the general contractor or any subcontractor. The general contractor and subcontractors are not representatives, agents or employees of the California Cleaners Association.

Exhibitor agrees to indemnify and hold harmless California Cleaners Association (Fabricare™ 2008), and their officers, directors, members, agents and employees, from all suits, claims, damages, judgments, demands, liabilities, losses, costs and

expenses (including attorneys' fees) of any and all kinds in whatever way arising, directly or indirectly, however caused, by reason of (i) any act or omission of exhibitor, its officers, directors, agents, employees, or subcontractors in connection with their use or presence at the LBCC, or (ii) the breach by exhibitor or its officers, directors, agents and employees of the Fabricare™ 2008 exhibit space contract and *Exhibit Rules and Regulations*.

14. INCLUSION AND REFERENCE TO MASTER LICENSE AGREEMENT

The exhibitor expressly agrees to be bound by all the terms, conditions and specifications resulting from the master license agreement between Fabricare™ 2008 and LBCC (Long Beach, CA) , including but not limited to all union agreements and requirements of the city of Long Beach.

15. MANAGEMENT AND AMENDMENTS

Show Management shall have full and exclusive power in the interpretation of all rules contained herein and in other documents included by reference. Any matters not specifically covered are subject to decision by Fabricare™ 2008 Show Management. Fabricare™ 2008 reserves the right at any time, to make any changes, amendments and additions to these rules as reasonably necessary for the proper conduct of the exhibition.

16. SEVERABILITY

All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, the rest of the Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.

17. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties and hereby supersedes any and all prior agreements, oral or written, heretofore made, between the parties with respect to the subject matter of this Agreement. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, express or implied, affecting this Agreement that are not expressly set forth herein.

RULES AND REGULATIONS

1. Show dates and hours:

Friday, August 22, 2008	1:00 pm–5:30pm
Saturday, August 23, 2008	11:00 am–5:30pm
Sunday, August 24, 2008	11:00 am–4:00pm

2. Exhibit Installation and Dismantling

Move-in Schedule:

Wednesday, August 20, 1:00 pm–5:00 pm (multiple booth exhibitors)
Thursday, August 21, 8:00 am–5:00 pm (all exhibitors)
Friday, August 22, 8:00 am–11:00 am (all exhibitors)
Exhibitors agree to be set by 11:00 am Friday to accommodate the 1:00 pm exhibit hall opening.

Dismantling of exhibits may begin on Sunday, August 24, 4:15 pm to 9:00 pm and Monday, August 25, 8:00 am to 4:30 pm. All exhibits must be removed from the exhibit hall by 4:30 pm on August 25, 2004.

3. Standard Booth Equipment: Each booth includes: 8' high flameproof backdrop drapes, 3' high side divider drapes, 1 identification sign.

4. Union Rules and Regulations:

A. In order to conform to union contract rules and regulations, it will be necessary that all exhibitors use qualified union personnel for the various services required for material handling within the show. Setting up of merchandise to be displayed does not require union labor and may be done by the exhibitor. In addition, any installation of exhibits or displays which requires the use of hand tools, or more than one person, or longer than thirty minutes (including crating and uncrating)

to install, or exceeds ten feet in any direction, shall require the use of union labor. Products which cannot be hand carried by the exhibitor into or out of the exhibit hall in one trip will require the use of labor for move-in or move out. All labor requirements can be taken care of through the designated general service contractor.

B. The use of specialized equipment (forklifts and cranes), required in connection with installing or assembling, is charged in addition to the CWT receiving rate. Forklift services will be available for booth work, spotting and/or rigging at hourly rates at the expense of the exhibitor.

5. Exhibit Service Center: An Exhibitors' Service Center will be maintained during setup, move-in, exhibit hours and during dismantling to handle exhibitor service requests.

6. Space Regulations:

A. All demonstrations, advertising and promotional activities of an exhibitor must be confined to the limits of the assigned exhibit space. No space may be sublet or split without consent of Show Management.

B. Annoyance: Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. Noise levels objectionable to other exhibitors will not be allowed.

C. Failure to Occupy Space: Any space with equipment not occupied by 11:00 a.m. Friday, August 22, 2008 will be forfeited by exhibitor without refund.

D. Floor Safety: Show management reserves the right to stop any activity on the show floor which is determined to be a safety hazard.

E. Product Discounts: Exhibitors may advertise product discounts on future delivery orders in the exhibit hall.

F. The use of any balloons in exhibit design or promotional activities is strictly prohibited.

G. Violations of any of the above mentioned rules may result in the cancellation of the exhibitor contract and removal of the exhibit from the show without refund or liability to the Convention sponsors as stated in paragraphs 10 & 11.

H. Serving of alcohol in exhibitors booths is strictly prohibited.

I. Visitors to the booth must be contained within the perimeters of same. No overflow into the aisles will be permitted as fire regulations indicate all aisles must be free for access in the event of an emergency.

7. Exhibit Design Regulations:

A. It is the exhibitor's responsibility to ensure proper exhibit booth construction. Drapes, signs, banners, acoustical materials, cotton, paper, hay, straw, moss, split bamboo plastic cloth shall be flame retardant or fabricated of inherently fireproof materials. Note: a flame test may be performed when deemed appropriate by the Fire Marshal. All packing materials such as excelsior, cardboard cartons, etc. must be removed from the booth prior to the opening of the show. No materials may be stored in the area behind the booth.

B. Operation of gasoline-powered vehicles will be permitted during move-in or move-out periods. However, all fueling of vehicles must be accomplished outside exhibit hall. If the conference site city has a contrary fire code or the convention dictates otherwise, the exhibitor agrees to comply with those regulations regarding gasoline-operated vehicles/equipment. Gasoline-operated vehicles/equipment on display must have one gallon or less fuel in tanks. Fuel tank caps must be locked or taped and battery cables must be disconnected or taped. Fuel is to be dispensed or removed with approved safety equipment. No gasoline or other type of fuel-operated motor may be demonstrated inside the exhibit hall during the show.

C. Hazardous chemicals and materials, including pesticides, fungicides, insecticides, caustics, corrosives, oxidizers, flammables, poisons and toxins are prohibited inside the building.

D. Convention Management will have sole control over all admissions of persons.

E. All exhibits must conform to the International Association for Exposition Managers display guidelines unless otherwise authorized by show management.

F. Convention Management reserves the right to reject or prohibit any exhibit, or part thereof, including without limitation, any person, article, conduct, printed matter, catalogue, or souvenir, that in its opinion, is not suitable to and in keeping with the character of the exhibition.

8. Care of Buildings and Equipment: Exhibitors are cautioned that they are directly responsible for any damage to the Convention Center. Nothing may be affixed to any wall, ceiling or floor without express written permission from the Convention Center.

9. Security Service: General perimeter security will be provided during published setup and dismantling hours, show hours and all hours that the show is closed during the show days. However, each exhibitor will be responsible for their exhibit at all times. The convention, the Convention Center, the official general service contractor and convention management shall not be liable for any loss, damage or displacement of any exhibitor's property due to any cause. Exhibitors are cautioned that small portable articles of value should be properly secured or removed for safekeeping after exhibit hours or whenever the booth is unattended.

10. Liability: The exhibitor agrees to make no claim against the California Cleaners Association/Fabricare™, its members, employees or agents or show committee, or against convention center, nor the agents or employees for any injury to any exhibitor, their employees, agents or property or for any loss by fire, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever while exhibitors and merchandise are in transit, within the exhibit hall, nor for any damage to their business, for failure to provide space in the exhibit, nor for any action of the California Cleaners Assn./Fabricare™, its members, agents, or the Convention Committee for failure to hold the Show as scheduled. Convention management reserves the right to restrict, close and remove exhibits which, because of noise, method of operation, uncooperative personnel, discord in advertising, or for any other reason becomes objectionable to the overall conduct, success and high standards established by the California Cleaners Assn./Fabricare™ and Show. The exhibitor further agrees to indemnify and hold harmless the California Cleaners Association/Fabricare™ from any liability resulting from the acts of omissions of the exhibitor, its agents, servants or employees.

11. Removal of Exhibits: The California Cleaners Association/Fabricare™ also reserves the right, without notice and with no liability whatsoever, for damage or loss, for inconvenience, or business interference, to close down, dismantle, dispose of, store or clear away from the premises, or to order such work to be done at the expense of the exhibitor, any exhibit display material, goods, property or merchandise or any exhibitor who fails to comply with any of the official rules and regulations of the show as set forth herein.

12. Special Regulations: It is imperative that each exhibitor understands and agrees to the following:

A. That the main purpose of the Show is the promotion and stimulation of interest in, and demand for, the industry's products and services in general, and is conducted in a manner reasonably calculated to achieve that purpose.

B. That the Show is presented as a service to the industry and for the information and education of members and visitors through contact with exhibit personnel and products. Your cooperation in this matter is solicited.

C. The exposition is limited to those persons, firms, and corporations which have contracted and paid for exhibit space in exposition facility. No other persons, firms, or corporations will be permitted to demonstrate products, solicit orders, or distribute advertising matter on the floor of the convention or in the exposition facility. Any person violating this rule will be promptly ejected from the convention hall.